

WELLNESS INSURANCE NETWORK AGREEMENT

Effective July 1, 2010.

WELLNESS INSURANCE NETWORK AGREEMENT

This Wellness Insurance Network Agreement (the “Agreement”) is made effective July 1, 2010 (the “Effective Date”), by and among the units of local government that are listed on Appendix A, attached hereto and expressly incorporated herein, each of which may hereafter be referred to as a “Member” and which, collectively, may be referred to hereinafter as “Members.” Appendix A lists the names and addresses of the Members that are parties as of the Effective Date, and may be amended from time to time as new Members join or as Members withdraw. This Agreement supersedes any prior written or oral agreement including but not limited to the North Suburban Library System Group Medical Plan Terms and Conditions of Participation, while continuing the relationship established under the North Suburban Library System Group Medical Plan Terms and Conditions of Participation.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Art. 7, § 10 and Intergovernmental Cooperation Act (5 ILCS § 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services or to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance. Units of local government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance.

WHEREAS, the Members presently have in full force and effect certain insurance plans for their employees and employees’ dependents under the North Suburban Library System Group Medical Plan; and

WHEREAS, the North Suburban Library System will no longer administer the North Suburban Library System Group Medical Plan on or after July 1, 2010; and

WHEREAS, the Members desire to establish a program for funding and administering the benefit programs that were previously administered by the North Suburban Library System;

THEREFORE, in exchange for the mutual covenants, promises and obligations contained herein, the Members covenant, promise and agree as follows:

ARTICLE I

ESTABLISHMENT OF THE WELLNESS INSURANCE NETWORK

1.1 PREAMBLE - The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement, as though fully set forth in this Section 1.1.

1.2 NAME - The Members hereby establish a benefit Network as authorized by the said provisions of the Constitution of Illinois and the Illinois Intergovernmental Cooperation Act, which shall be known as the WELLNESS INSURANCE NETWORK (the "Network").

1.3 PURPOSE - The purpose of the Network is to create a joint insurance pool to administer and provide certain benefits including, but not limited to, life, accidental death and dismemberment, long term disability, dental, and medical benefit programs including an Internal Revenue Code section 125 cafeteria plan for the Members' employees and employees' dependents. Each Member remains individually responsible for any and all benefit programs that are not a part of any Network program.

The Network is not intended to transact insurance business within the State of Illinois.

1.4 FISCAL YEAR - The Fiscal Year shall be the one year period commencing on July 1 and ending on June 30.

ARTICLE II

ASSUMPTION OF ASSETS, LIABILITIES AND DUTIES OF THE NORTH SUBURBAN LIBRARY SYSTEM GROUP MEDICAL PLAN

As of 12:01 a.m. on July 1, 2010, all assets and liabilities of the North Suburban Library System Group Medical Plan and the North Suburban Library System Group Medical Plan Trust shall be transferred to the Network and the Network shall accept and assume those assets and liabilities (whether known or unknown). The name of the North Suburban Library System Group Medical Plan will thereupon change to the Wellness Insurance Network Plan (the "Plan") and the name of the North Suburban Library System Group Medical Plan Trust shall thereupon change to the Wellness Insurance Network Trust (the Trust"). Upon such transfer, the Network shall also assume all obligations and responsibility for continued administration, operation and funding of the Plan and the Trust, including but not limited to the processing and payment of claims that were incurred but not reported under the North Suburban Library System Group Medical Plan, claims that were incurred and reported but not paid by the North Suburban Library System Group Medical Plan and any expenses, fees or other obligations of the North Suburban Library System Group Medical Plan or Trust including any expenses or fees incurred in establishing the Network and transferring the North Suburban Library System Group Medical Plan and Trust to the Network.

Upon the transfer of the assets and liabilities of the North Suburban Library System Group Medical Plan and the North Suburban Library System Group Medical Plan Trust to the Network, the Network shall fully and forever discharge and relieve North Suburban Library System of any and all obligations and duties with respect to the North Suburban Library System

Group Medical Plan and Trust, and the Network shall also indemnify and hold the North Suburban Library System, its Board Members, Director, employees and service providers and any trustee of the North Suburban Library System Group Medical Plan Trust harmless from any and all claims, actions or causes of action that are in any way related to the North Suburban Library System Group Medical Plan or Trust including the payment of reasonable attorneys' fees and expenses incurred in the defense thereof.

ARTICLE III
AUTHORITY AND DUTIES OF BOARD

3.1 COMPOSITION OF BOARD - The Network shall be managed by a board of directors (the "Board ") pursuant to the terms of this Agreement. The Board shall be comprised of seven (7) members.

An initial interim Board shall be established consisting of the six (6) former North Suburban Library System Group Medical Plan Advisory Committee Members and one former employee of North Suburban Library System who had responsibility for administration of the North Suburban Library System Group Medical Plan.

On or before June 30, 2011, an election will be held to appoint regular Board members. The regular Board shall be comprised of seven (7) individuals. To be eligible to serve as a regular Board member, the individual must be an employee or elected official of a participating Member.

The interim Board shall establish procedures for the election of the regular Board members. Such election procedures shall be established at least sixty (60) days prior to the expiration of the first Fiscal Year of the Plan. In addition, the Board shall establish rules and

regulations governing the election process. Notwithstanding the foregoing, the following rules shall govern the election of the Board:

(a) Each participating Member shall have one vote, which shall be cast by the Member's Director;

(b) Each elected Board member shall serve a term of three (3) years, except that the first seven (7) regular Board members shall serve such lesser term (*i.e.*, one (1) year or two (2) years)) as is necessary to create staggered terms, with two Board member's terms expiring in the first year and two Board member's terms expiring in the second year and three Board members' terms expiring in the third year.

An individual Board member may resign by delivering a written resignation to the other Board members. A Board member may also be removed by a majority vote of the Members. If such vote is in favor of removing a Board member, the removal shall be executed by so notifying the Board member and the other Board members in writing. Vacancies of elected Board members shall be filled by a vote among all Members. The successor Board member shall have the same rights, duties, powers (including, but not limited to, discretionary powers), and immunities as the predecessor Board member being succeeded. Any resigning or removed Board member shall execute all documents and do all acts necessary to vest the rights, duties, and powers in the successor Board member. In no event shall any such successor Board member be liable on account of any act or failure to act of any predecessor Board member or have any duty to make any inquiry or investigation as to any act or omission occurring prior to the

appointment of the successor Board member. Each successor Board member shall demonstrate acceptance in writing.

3.2 POWERS AND DUTIES OF NETWORK BOARD - The Board shall have the authority and duty to take any action necessary to accomplish the purposes set forth in this Agreement, including, but not limited to, the authority to do the following:

(a) To delegate any or all of its duties and obligations to any entity(ies) or individual(s), as may be necessary to administer and accomplish the purposes of the Plan, including: an agent(s), broker(s), employee(s), independent contractor(s), claim administrator(s), attorney(s), accountant(s), auditor(s), consultant(s), investment manager(s), and such other persons as may be necessary to administer and accomplish the purposes of the Plan.

(b) To enter into written contracts in order to procure the necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Plan.

(c) To establish Members' monthly contributions for payments to the Plan, as described below, on an annual basis.

(d) To require Members to make additional supplementary payments to the Plan during the fiscal year, as may be required in extraordinary circumstances to avoid insolvency.

(e) To place all or part of the assets of the Plan in the Wellness Insurance Network Trust, pursuant to its written Trust agreement. Such Trust shall be administered by the Board, the members of which shall serve as Trustees of the Trust. As Trustees shall have the sole duty and obligation to carry out the purposes of the Trust, in accordance with the Trust agreement. The Trustees may establish an investment policy and may delegate the duty to invest trust assets to one or more investment managers that has been selected by the Board.

(f) To study issues with Members and make recommendations.

(g) To recommend to its Members programs and educational materials relating to claim reductions.

(h) To direct the collection, accounting and distribution of funds to be used for the administration of the Plan and the providing of benefits hereunder as provided in this Agreement and the Trust agreement.

(i) To cause to be purchased stop loss, and other types of insurance as authorized by the Board.

(j) To approve changes in its operating policies and procedures.

(k) To approve the fees for all authorized service providers.

(l) To procure fidelity bonds, fiduciary liability insurance, errors and omissions coverage, and any other insurance or coverage for Board members, Trustees of the Trust, Officers, consultants, claims administrators, employees, representatives or other persons, as required by this Agreement or by law, or as deemed appropriate by the Board.

(m) To review and determine employee claim disputes not resolved by the Plan's claim administrator in accordance with this Agreement.

(n) To expel any Member from the participation in the Plan for failure to perform its obligations under this Agreement or as otherwise permitted hereunder.

(o) To perform such other activities as are necessarily implied or required to carry out the purposes of the Plan or the specific activities enumerated herein.

(p) To hire employees to perform any duties including but not limited to conducting day-to-day or ministerial functions, reviewing benefit claims and appeals, studying issues, recommendations or proposals and making recommendations to the Board.

(q) To retain brokers, consultants or other professionals and to appoint a claim administrator, who shall be responsible for the processing of benefit payment applications and for paying benefit claims under the direction and control of the Board, provided that the claim administrator shall report directly to the Board, shall be bonded to provide faithful performance of its duties and responsibilities, and shall provide acceptable insurance coverage for errors and omissions.

3.3 MEETINGS OF THE BOARD AND THE TRUST

Regular meetings of the Board and the Trustees shall be held as necessary to carry out the purpose and business of the Network. A minimum of four (4) meetings shall be held each Fiscal Year. At least two meetings shall be held before January 1st of the Fiscal Year, and at least two meetings shall be held during the second half of the Fiscal Year. Meetings will follow a previously prepared agenda containing all business items requested by any Board member, Trustee and/or any Member for consideration. The agenda shall be provided to each Member five (5) days in advance of such meeting. One representative of each Member may attend the meetings of the Board. The Board or Trustees may also request that professionals, advisors and other service providers attend the meetings of the Board or the Trust and may in their discretion permit any other person to attend.

Meetings of the Board or Trustees may be called by its Chairperson or by any two Board members or Trustees. Five (5) days written notice of regular or special meetings of the Board or Trustees shall be given to each Board member or Trustee and an agenda specifying the subject(s) of any regular or special meeting shall accompany such notice. Unless otherwise agreed to by a Member and the Board, notice shall be mailed to the Member's last known address, as listed Appendix A. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of regular meetings of the Board and Trustees shall be determined by the Board and Trustees.

A quorum shall consist of a majority of the Board and a majority of the Trustees. Once a quorum is established, a simple majority of those Board members or Trustees in attendance shall

be sufficient to pass upon all matters. Board members or Trustees may attend meetings in person or via telephone.

The Board and Trustees may establish rules governing its own conduct and procedure, consistent with the Agreement and applicable laws and regulations.

Minutes of all regular and special meetings of the Board and Trustees shall be kept in writing and sent to all Members and other service providers as may be deemed appropriate by the Board or Trustees. The Secretary shall create and maintain a file of all minutes. The Secretary shall be designated as the custodian of the minutes.

The Board and Trustees may also take action by unanimous written consent of all Board members or all Trustees. Written consent may be transmitted via facsimile, e-mail or other electronic means. Any action taken in this manner shall be ratified at the next meeting of the Board or Trustees and recorded it in the minutes.

Officers shall be elected from among the Board members or Trustees and shall include one Chairperson, one Secretary and one Treasurer. The Officers shall be elected by a majority vote of the full membership of the Board or Trustees. Each Officer shall serve until he or she is replaced by a subsequent election or until the effective date of his or her resignation. There shall be no term limits for elected Officers. The Board or Trustees may from time to time establish other offices and may elect a Board member or Trustee to serve in any of the newly established offices. An Officer may resign his or her Office by giving the Chairperson written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation. In the event that an Officer resigns, dies, becomes disabled or is otherwise unable or unwilling to act, such Officer may be replaced by a majority vote of the full Board.

ARTICLE IV
PLAN ADMINISTRATION

4.1 ACCOUNTS - The Network, through its Board may establish and maintain accounts for payment of claims and of reserves as it deems appropriate from time to time (the “Plan Accounts”). The Plan Accounts shall be invested in such manner as is permitted by this Agreement, the investment policy of the Board or Trustees, and the applicable Trust agreement. Earnings on Plan assets shall be used to provide benefits, defray administrative expenses or reduce future Member contributions. However, no Member, employee or other person or entity shall acquire any right, title or interest in any Plan Account or other assets of the Plan except upon termination of the Plan as provided herein.

4.2 MEMBER CONTRIBUTIONS - Beginning with Fiscal Year 2010-2011, and prior to the start of each Fiscal Year thereafter, the Board will prepare a projection of the contributions to be charged to Members. The contributions shall be projected in such amount to fully pay the projected annual claims and expenses of the Plan as a whole and to fund the Plan Accounts and reserves during the Fiscal Year.

Prior to the beginning of each Fiscal Year, the Board shall approve the annual or monthly amount to be charged to Members to fully fund the Plan Accounts.

4.3 CHANGES IN BENEFIT PLANS - The Board may, from time to time, elect to provide or administer new or additional benefit plans or to amend or modify the Plan. Before modifying benefits or implementing any new or additional benefit plan, the Board shall (1)

calculate the amount of additional payments, if any, due the Plan Accounts with respect to such change, (2) advise the Members of the new terms, and (2) receive advice from the Members regarding their level of interest in the new terms. The Board shall provide and administer the new terms only if it determines, in its reasonable discretion, that there is sufficient interest among the Members.

4.4 ADDITIONAL INSURANCE - When purchased, the Board shall cause stop loss insurance coverage to be purchased from an “A” or higher rated company by A.M. Best, or such other rating agency deemed appropriate by the Board and approved by the Illinois Department of Insurance. The characteristics and extent of coverage of the stop loss or other insurance shall be established by the Board.

Participation in the Plan shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Board as part of the Plan. The Board shall, when requested, make its facilities available to advise participating Members of the types of additional or different employee benefits or insurance coverage available to Members.

4.5 NEW MEMBERS - Units of local government may become a Member in accordance with the following provisions:

(a) A formal application for consideration must be submitted by the applicant no later than ninety (90) days prior to its proposed entry date. The applicant must provide any and all information requested by the Board. The applicant may also be required to pay any and all costs or fees incurred or assessed by the Board in relation to the review, approval and enrollment of the applicant and its employees.

(b) The Board shall obtain such recommendations from consultants and other professionals as it deems necessary to determine whether it may accept the applicant as a

Member, provided that the Board shall give the applicant notice of its determination to the applicant within 60 days of application of its determination.

(c) If the Board approves the application submitted by the applicant, the applicant governing board, through its duly authorized representative, must formally agree to be bound by these terms and conditions by executing an Adoption Agreement in the form attached as Appendix B hereto.

(d) Upon becoming a Member, the Member must pay into the Plan Accounts an amount required to meet its funding obligation for the first month of participation, and every month thereafter which shall be determined by the Board when an application for membership is approved by the Board. The applicant must also fund the reserve account or agree to be included in a separate risk pool all on such terms as determined by the Board in its discretion.

4.6 DISPUTES REGARDING CLAIMS - Disputes regarding Plan benefits shall be brought in the first instance before the Board's claims administrator, in accordance with the rules for such disputes as established by the claims administrator.

(a) Any participant in any Plan who has been denied a benefit or feels aggrieved by any action of the Board's claim administrator and who has exhausted his/her appeals procedure with respect to the claim administrator under the terms of the Plan of benefits as outlined in the Plan booklet, shall be entitled to request a review by the Board's designee of the denial or action taken by the claim administrator.

(b) A written request for a review shall be filed with the Board's designee no later than sixty (60) days after receipt of the claim administrator's final determination. The Board's designee shall review the action taken by the claim administrator. Prior to such meeting, the participant shall be given the opportunity to review pertinent documents and submit written comments and/or additional evidence in writing.

(c) Based on the provisions of the Plan, the Board's designee may uphold, reject, or modify the actions taken by the claim administrator and shall render a final decision within sixty (60) days of the receipt of the request, unless a decision cannot be rendered within such time due to special circumstances. Such decision will thereupon be promptly communicated in writing to the participant. If special circumstances prevent the Board's designee from issuing a decision within sixty (60) days following the receipt of the request, the participant will receive written notice of the need for an extension and the reasons for such extension. No legal action may be brought with regard to a claim for

benefits unless and until these procedures are exhausted and in no event more than two (2) years after such claim is incurred.

(d) Notwithstanding any provision to the contrary, the Board shall have the full and exclusive power and discretionary authority to construe and interpret the terms of the benefit Plan(s) provided under this Agreement, and determine, in its sole discretion, all questions of coverage, eligibility for benefits, and all other related matters. In the event that any decision of the Board is challenged by way of any legal action, the standard of review shall be the arbitrary and capricious standard of review.

ARTICLE V RIGHTS AND OBLIGATIONS OF MEMBERS

The obligations of each Member are as follows:

(a) To pay all contributions and supplementary payments at such times and in such amounts as are established by the Board pursuant to this Agreement.

(b) In the event timely payments are not made and the Board must initiate collection actions against such Member, to pay to the Board the collection costs, interest, liquidated damages not to exceed twenty percent (20%) of the amount owed, attorneys' fees, and any other expenses, in the amounts or percentages as authorized hereunder.

(c) To cooperate with the Board, other Members, and any agent, employee, officer or independent contractor of the Board in any matter relating to the Plan or the purposes and powers of the Board.

(d) To provide a prompt monthly listing by the 12th of each month of any new or terminated employees.

(e) To provide the Board with any information and records deemed appropriate by the Board in order to carry out the purposes of the Plan.

(f) To promptly notify all of its Plan participants in the event that the participation of the Member in the Plan terminates, by agreement or otherwise.

(g) To act promptly and within a reasonable period of time on all matters requiring approval by Members and to not withhold such approval unreasonably or arbitrarily.

ARTICLE VI
ADDITIONAL TEMRS

6.1 STANDARD OF CARE - The Board shall administer the Plan and carry out its obligations under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and objectives. The Board may delegate these duties to such consultants, brokers or other employees, service providers or professionals as it sees fit.

6.2 HOLD HARMLESS PROVISION - No Board member shall be liable for any action taken or omitted by any other Board member. Board members, Officers and employees of the Board, shall be indemnified and held harmless by the Network for claims by third parties arising out of the good faith discharge of their duties in the administration of the Plan or the Trust. Such indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Plan assets may be used to defend and hold harmless any Board members, Officers and employees of the Board hereunder. The Board may utilize plan assets to purchase insurance providing fiduciary liability coverage and/or errors and omissions coverage for itself as an entity and for its Officials and employees in connection with the administration and operation of the Plan and Trust.

ARTICLE VII
TERM AND TERMINATION

7.1 TERM OF MEMBERSHIP

- (a) The initial term of membership shall be three (3) years. The term of Members who participated in the North Suburban Library System Group Medical Plan on June 30, 2010 shall be credited with time that they continuously participated in the North Suburban Library System Group Medical Plan prior to June 30, 2010 (“Existing Participating Members”).
- (b) Membership for Existing Participating Members (and New Members after the initial 3 year term) will automatically renew for successive one (1) year terms unless the participating Member notifies the Board of its intent to withdraw as provided in subsection (c).
- (c) A Member who intends to voluntarily withdraw must notify the Board of its intent to withdraw from the Plan in writing at least six (6) months prior to the end of the term. Notice of termination will be non-retractable. Membership will terminate on the last day of the term. The Member will remain subject to all of the provisions of this Agreement.

7.2 TERMINATION OF MEMBERS - The Board may terminate the right of any Member to participate in the Plan whenever the Member fails to perform any of its obligations under this Agreement, provided that the Member shall first be given a reasonable opportunity of not less than fifteen (15) nor more than forty-five (45) days to cure the alleged failure.

The rights and obligations of an expelled Member or a Member that voluntarily terminates its participation in the Plan and who was a participating member in the North Suburban Library System Group Medical Plan on June 30, 2010 who did not adopt this Agreement (any of which is referred to herein as a “Former Participating Member”), are as follows:

(a) A Former Participating Member may not apply for membership or re-join the Network for two (2) years after being expelled or after voluntary termination unless the Board determines in its sole discretion that there is good and sufficient cause for re-admission.

(b) The Former Participating Member shall continue to be fully liable for any contributions or supplementary payments due prior to the effective date of such expulsion or voluntary termination and/or any other unfulfilled obligation as if it was still a Member.

(c) Except as provided below, the Board shall have no obligation with respect to claims incurred under the Plan(s) of the Former Participating Member after the effective date of such expulsion or voluntary termination.

(d) The obligation of the Board to administer claims incurred under the Plan of a Former Participating Member prior to the effective date of expulsion or voluntary termination shall continue for claims that are filed within 90 days after such effective date. Former Participating Members will be required to continue to make contributions and supplemental payments during such 90 day period.

(e) Any claim submitted by an employee or dependent of the Former Participating Member incurred after the effective date of termination shall become the sole responsibility of the Former Participating Member.

(f) Notwithstanding the above, if the Board is required by law to administer and process claims on behalf of a Former Participating Member, pursuant to the federal health care continuation provisions of the Public Health Service Act (COBRA), the Board will make such coverage available.

7.3 TERMINATION OF THE NETWORK - The Network shall terminate at the determination of the Board, in its sole discretion. The Network shall also terminate upon the enactment of State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Network is invalid, constitutes the transaction of the business of insurance under the Illinois Insurance Code or is contrary to law.

In the event that the Network is terminated, the Board shall:

(a) Set an effective date for termination that is at least ninety (90) days in the future.

(b) Provide notice of termination to all Members at least ninety (90) days in advance of the effective date thereof.

(c) Collect all participating Member contributions, supplementary payments, income and assets of the Network.

(d) Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all contributions and supplemental payments have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted. The Board may also purchase insurance coverage to pay any or all of such claims.

(e) Pay all administrative expenses and other liabilities of the Board in connection with the Network.

(f) If the assets of the Network are not sufficient to satisfy the Network's liabilities, the Board may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplementary payment or payments in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments required of the all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board shall not be obligated to make claim payments unless and until the shortfall is paid as provided herein.

(g) In the event that Network assets exceed Network liabilities, the Board shall pay each Member who was a participating Member on the effective date of termination and one each day of the three (3) year period prior thereto, an amount that is equal to the amount of such surplus multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments paid by the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments paid by all Members during the twelve (12) months prior to termination. Such determination shall be made as

of twenty-four (24) months after the effective date of termination and any payments required hereby will be made within thirty (30) days thereof.

(h) No one other than a Member who was a participating Member on the effective date of termination shall have any claim on the assets of the Network or any right, title or interest in any payment made pursuant to paragraph (g) hereof. Upon the later of the payment required by paragraph (g) or twenty-four (24) months after the effective date of termination, the Network and Plan Accounts shall be dissolved and the Board and the Network shall have no further obligations whatsoever with respect thereto.

(i) Prior to dissolution, the Board shall make adequate provision for the maintenance of the records of the Network which shall be retained for ten (10) years after the effective date of termination.

ARTICLE VIII MISCELENEOUS

8.1 NOTICE - Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

(a) If to the Board, at the business address of the then current Board Chairperson, or as otherwise specified in writing by the Board to the Members.

(b) If to a Member, to the address set forth in the Adoption Agreement of such Member or to such other address as the Member may specify in writing to the Board.

8.2 SEVERABILITY - In the event any provision within this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to the Board, the Plan, the Trust or to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

8.3 EXCLUSIVE PURPOSE - The funds and assets retained by the Board or the Trust pursuant to this Agreement shall be the sole property of the Board and the Trust, to be used for the exclusive purpose of carrying out the purposes of the Plan. Neither individual Members nor their employees or dependents shall have any vested right, interest, or title with respect to the funds or assets held by the Board, or the Trust, or any trust established by the Board, including, but not limited to, amounts held in the Plan Accounts, interest, dividends, refunds, rebates, reserves, life insurance refunds, except as otherwise specifically provided herein.

8.4 ADOPTION - As a condition of continued membership in the Plan, the Adoption Agreement attached hereto must be duly adopted by the governing board of the Member by such time as is specified by the Board.

8.5 PLAN CHANGES – Any Plan may be amended, modified, or terminated by the Board upon ninety (90) days prior notice to the Members.

8.6 BINDING EFFECT - The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent herewith as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Board itself or by a Member. The consideration for the duties imposed upon the Members by this Agreement is based upon the mutual promises and agreements of the Members to each other set forth herein and the advantages gained by the Members through the sharing of risk and the potential for reduced administrative costs for the processing of employee benefits. This Agreement and any

amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

8.7 LIMITATION OF OBLIGATIONS - The obligation of the Board to pay claims is limited to the assets of the Trust. Neither the Board nor any Board member, Trustee, Officer or employee thereof is responsible for claim payments or payment of any sum or other obligations under the Plan.

8.8 TAXES AND LEGAL STATUS - The Network, the Trust, and any Plan of benefits provided thereby are intended to be a "governmental plan" that is exempt from the requirements of the Employee Retirement Income Security Act. The Network, the Trust, and any benefits or Plan of benefits are also intended to be exempt from federal, state and local taxes. Any and all actions or provisions of the Network, the Trust or the Plan(s) shall be interpreted to garner such status. The Board is hereby empowered and authorized to take any and all action to insure that such status will be accorded to the Network, the Trust and the Plan(s).

8.9 AMENDMENT - This Agreement may be amended, modified, or terminated, upon two-thirds (2/3) vote of all participating Members. The Board of Trustees of each Member specifically agrees to be bound by any such action.

8.10 ADOPTION - As a condition of participation and continued participation, the Agreement and the Adoption Agreement attached hereto must be duly adopted by the governing body of each Member by June 30, 2010. This Agreement shall become effective once it is adopted by at least two Members. The Secretary of the Board shall certify the same by executing the document attached as Appendix C.

APPENDIX A
Participating Members

ALGN Algonquin Area Public Library
2600 Harnish Road
Algonquin, IL 60102

BARR Barrington Public Library
505 N. Northwest Highway
Barrington, IL 60010

COOK Cook Memorial Public Library

413 N. Milwaukee Ave.
Libertyville, IL 60048

CCS Cooperative Computer Service

3355-J N. Arlington Hts. Rd.
Arlington Hts., IL 60004

DUND Dundee Township Public Library

555 Barrington Ave.
Dundee, IL 60118

ELA Ela Area Public Library

275 Mohawk Trail
Lake Zurich, IL 60047

FOXR Fox River Grove Public Library

306 Lincoln Avenue
Fox River Grove, IL 60021

GRAY Grayslake Area Public Library

100 Library Lane
Grayslake, IL 60030

INDI Indian Trails Public Library

355 S. Schoenbeck Road
Wheeling, IL 60090

LAKE Lake Villa Public Library

1001 E. Grand Avenue
Lake Villa, IL 60046

LINC Lincolnwood Public Library

4000 W. Pratt Avenue
Lincolnwood, IL 60646

NEWT Newton Public Library District

100 S. Van Buren
Newton, IL 62448

NSLS North Suburban Library System

200 W. Dundee Road
Wheeling, IL 60090

PROS Prospect Hts. Public Library

12 N. Elm Street
Prospect Heights, IL 60070

ROBE Robert Rowe Public Library

120 East Si Johnson Ave
Sheridan, IL 60551

ROUN Round Lake Area Public Library

906 Hart Road
Round Lake, IL 60073

SCHA Schaumburg Twp. Library Dist.

130 S. Roselle Road
Schaumburg, IL 60197

VERN Vernon Area Public Library

300 Olde Half Day Road
Lincolnshire, IL 60069

WAUC Wauconda Area Public Library

801 N. Main Street
Wauconda, IL 60084

WILM Wilmette Public Library

1242 Wilmette Ave.
Wilmette, IL 60091

APPENDIX B

ADOPTION AGREEMENT

WHEREAS, the Illinois unit of local government named below (the "Member") has reviewed the Wellness Insurance Network Agreement ("Agreement"); and

WHEREAS, the Member desires and intends to become or continue as a Member in the Wellness Insurance Network pursuant to the Agreement; and

WHEREAS, the Board of the Wellness Insurance Network has determined to accept the above named entity as a Member in the Wellness Insurance Network.

NOW THEREFORE, it is hereby agreed that the Member shall be and is accepted as a Member in the Wellness Insurance Network for the term provided in the Agreement in consideration of which the Member shall at all times comply with and be bound by the attached Agreement, as the same may be modified from time to time.

_____ ("MEMBER") WELLNESS INSURANCE NETWORK

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX C

ADOPTION CERTIFICATION

IN WITNESS WHEREOF, the Secretary hereby certifies that a sufficient number of Members have caused this WELLNESS INSURANCE NETWORK AGREEMENT to be duly adopted by their respective governing bodies so that this NETWORK INSURANCE AGREEMENT is effective July 1, 2010.

By: _____

Name: _____

Secretary of the Wellness Insurance Network