

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, FEBRUARY 1, 2010

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ADDED:

COMMUNICATION TO BE REFERRED TO COMMITTEES:

- 33-09** Communication from City Attorney re Proposed Severance Agreement with
Ralph Jacobs, referred to Contracts Committee.

AGENDA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 1, 2010

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 4, 2010

Approval of Committee of the Whole Minutes: January 11, 2010

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 30-09** Communication from Labor Relations and Benefits Administration re Proposed Agreement with The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees, referred to Contracts Committee.
- 31-09** Communication from Labor Relations and Benefits Administration re Proposed Agreement with Medco Health Solutions, Inc. to provide prescription drug benefits to covered employees and retirees of the City and Board of Education. (Term of Agreement is from 10/01/08-12/31/2011), referred to Contracts Committee.
- 32-09** Communication from Central Grants and Community Development re Grant Submission: American Institute of Architecture (AIA) Sustainable Design Assessment Team Program, referred to Economic and Community Development & Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *14-09** Economic and Community Development and Environment Committee Report re Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Community Development Block Grant Program.
- *24-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. Department of Energy Efficiency Block Grant Competitive Program for funds to develop an Energy Efficiency Capital Buy-Down Loan Program.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 1, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes and City & State Officials
unethical tactics

Lloyd Nicholson
54 Island Brook Avenue
Bridgeport, CT 06606

P. T. Barnum Fire

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 4, 2010

Approval of Committee of the Whole Minutes: January 11, 2010

- ** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER AUSTIN SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Correction to January 4, 2010 – Public Speaking Session

Page 1; Add Council member Martinez as being in attendance

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- ** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE REFERRALS**

- ** COUNCIL MEMBER CURWEN SECONDED**

30-09 Communication from Labor Relations and Benefits Administration re Proposed Agreement with The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees, referred to Contracts Committee.

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- ** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

There weren't any requests to remove items from the consent calendar.
The city clerk read the items into the record.

- *14-09** Economic and Community Development and Environment Committee Report re Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Community Development Block Grant Program.

safety classes held for all tenants of these apartment complexes. In addition, all the apartments should be equipped with a back door exit. He further noted that New Haven has this system in place at schools and the fire signal should be directly linked to all the apartments. He explained that the system can't be tampered with and if it is, a fine will be imposed on the person(s) caught tampering with it. He expressed that although they couldn't do anything about what happened in P.T. Barnum, future measures should be taken to avoid it happening again. He hoped the city council would implement his suggestions; in addition to adopting the City of Bridgeport codes. He also noted that all fire systems should be equipped.

Council President McCarthy stated that his requests didn't seem like they were unreasonable expectations. He thanked Mr. Nicholson for addressing the council.

The following speaker signed up tonight to address the city council:

Sam Wellington

Topic not identified

Mr. Wellington stated he has been a resident of Bridgeport all his life. He expressed that he tries to make Bridgeport better. He spoke about the problem of towing cars in the city. He relayed his story of the boot put on his vehicle. He said he called to find out what he needed to do to get his car back, but was eventually told his car had been crushed. He pointed out that the car was still in good condition. He subsequently went to the police and he was told to file a loss complaint in relation to the business that is known as scam artists. He stressed that the practice of crushing cars that owe back taxes is common and has happened to other people in the city, so he cautioned everyone to be aware. He asked the city council to stand up and make sure that people of these types of unscrupulous businesses abide by the law. He hoped the council would investigate the company that is encouraging bad business practice by taking people's money and stop it.

Council member Martinez asked the name of the company. Mr. Wellington said the company was **Jim's Auto Salvage**.

Cecil Young showed up to the public speaking session at 6:55 p.m.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes and City & State Officials
unethical tactics

Council President McCarthy reminded Mr. Young that the public speaking session began at 6:30 p.m.

Mr. Young stated that he tried to bring information forth to the city council that he thought they should have. He offered an apology to those that he has offended in the past by his comments and statements.

He spoke about two lawsuits that were pending with the health department for unjust termination, allegedly for not coming to work. He explained that he didn't go to work, because at the time, he was on medical leave due to depression. He held up documents that he said were proof of this. He held up another document that was related to the sheriff work he did in the past. He went on to say that the two lawsuits were filed in Superior Court and he asked that the city council look the lawsuits up and review them. He further noted how his medical coverage was dropped. He then relayed a conversation he said he had with City Attorney Mark Anastasi, when he was told he had a right to work in the city. He noted that he eventually received a settlement for \$23k compensation. He thanked Attorney Anastasi for his assistance in that matter. He further asked the Civil Liberties Union to investigate the matter. And he requested that the city council consider his rights like everyone else, pointing out that they have been violated in the past. He said he hoped when all is said and done, justice will be seen. He expressed that he will still continue to speak up.

The public speaking session ended at 7:00 p.m.

**CITY COUNCIL PUBLIC SPEAKING SESSION
FEBRUARY 1, 2010
6:30 p.m.**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, T. McCarthy, Austin, Lyons, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: A. Ayala, *Walsh, *Vizzo-Paniccia, Bonney, Blum, *Silva

**= members delayed in Misc. Matters Committee meeting*

RECEIVED
CITY CLERKS OFFICE
10 FEB - 5 PM 2:09
ATTEST
CITY CLERK

Council President McCarthy called the public speaking session to order at 6:45 p.m.

The city clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that there some of the council members had been delayed in a council committee meeting.

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NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Taxes and City & State Officials unethical tactics

Council President McCarthy called Mr. Young to come forward three times; he wasn't present to address the city council.

Lloyd Nicholson 54 Island Brook Avenue Bridgeport, CT 06606	P. T. Barnum Fire
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Mr. Nicholson stated that he was there to propose something to the city council, in regard to the situation that occurred in P.T. Barnum. He expressed that it should never happen again. He said he was calling for all the apartments in P.T. Barnum to be equipped with sprinkler systems and a connection signal to 911. He stated that this should also be implemented for Marina Village Apartments and Greens Apartments. There should also be

safety classes held for all tenants of these apartment complexes. In addition, all the apartments should be equipped with a back door exit. He further noted that New Haven has this system in place at schools and the fire signal should be directly linked to all the apartments. He explained that the system can't be tampered with and if it is, a fine will be imposed on the person(s) caught tampering with it. He expressed that although they couldn't do anything about what happened in P.T. Barnum, future measures should be taken to avoid it happening again. He hoped the city council would implement his suggestions; in addition to adopting the City of Bridgeport codes. He also noted that all fire systems should be equipped.

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The public speaking session ended at 7:00 p.m.

CITY COUNCIL MEETING

Monday, February 1, 2010

7:00 pm.

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, dePara, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: A. Ayala, Bonney

Mayor Finch called the meeting to order at 7:01 p.m.

Pledge of Allegiance -the pledge was led by Pierre d'Haiti.

It was noted that Officer Gaye recently returned from Haiti. He updated and shared with the city council and audience members the current situation in Haiti.

Prayer the prayer was offered by Bishop Jean Gerard.

Mayor Finch thanked Officer Gaye for dedicating his time to help out in the country of Haiti.

Council President McCarthy noted that Council member Brantley was soliciting donations for the Haiti Relief cause.

He further thanked the visitors in the audience for coming out tonight to update the council on the situation in Haiti.

Roll Call the city clerk took the roll and announced there was a quorum.

Council President McCarthy noted that Council member A. Ayala was delayed at work.

He mentioned that Council member Silva has been nominated to receive the National Cultural Award.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 4, 2010

Approval of Committee of the Whole Minutes: January 11, 2010

- ** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER AUSTIN SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Correction to January 4, 2010 – Public Speaking Session

Page 1; Add Council member Martinez as being in attendance

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- ** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE REFERRALS**
- ** COUNCIL MEMBER CURWEN SECONDED**

30-09 Communication from Labor Relations and Benefits Administration re Proposed Agreement with The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees, referred to Contracts Committee.

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32-09 Communication from Central Grants and Community Development re Grant Submission: American Institute of Architecture (AIA) Sustainable Design Assessment Team Program, referred to Economic and Community Development & Environment Committee.

- ** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

There weren't any requests to remove items from the consent calendar.
The city clerk read the items into the record.

- *14-09** Economic and Community Development and Environment Committee Report re Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Community Development Block Grant Program.

- *24-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. Department of Energy Efficiency Block Grant Competitive Program for funds to develop an Energy Efficiency Capital Buy-Down Loan Program.
- *25-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA Brownsfield Job Training Program for 2010 clean-up activities.
- *26-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. Department of Housing & Urban Development, Healthy Homes Demonstration Program 2010.
- *08-09** Miscellaneous Matters Committee Report re Appointment of Cynthia S. Maignan (D) to Board of Assessment Appeals.
- **** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
****** **COUNCIL MEMBER CURWEN SECONDED**
****** **MOTION PASSED UNANIMOUSLY**

ADDENDUM ADDED:

COMMUNICATION TO BE REFERRED TO COMMITTEES:

- **** **COUNCIL MEMBER PAOLETTO MOVED TO REFER THE ITEM TO**
COMMITTEE
****** **COUNCIL MEMBER dePARA SECONDED**
- 33-09** Communication from City Attorney re Proposed Severance Agreement with Ralph Jacobs, referred to Contracts Committee.
****** **MOTION PASSED UNANIMOUSLY**

OTHER BUSINESS:

- ** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA
13-09 Reconsideration of Proposed Approval of 2010-2012 Citizens' Union Committee (Additional names pending)**
- ** COUNCIL MEMBER CURWEN SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

- ** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE**
- ** COUNCIL MEMBER CURWEN SECONDED**

Council member Vizzo-Paniccia stated that there were four other slots to be submitted at a later date. They will be submitted to Alanna Kabel in the Grants Department.

**It was noted the names added to date will be submitted to the city clerk's office.*

Council member Holloway stated that for the last sixteen years he has served on the council, he has talked to people around the country. He expressed that although the Citizen's Union has done a great job distributing money throughout the city, there isn't any other city in the country that has a Citizen's Union, because the city council makes the final decisions. He suggested that the Citizen's Union be abolished. He pointed out that at the end; they have the Citizen's Union and the council committee, who sit down and decide what to do. He stressed that it wasn't fair after all that, for the programs requesting funds to come out and make their requests, and ultimately, the decision is made by the city council anyway. He reiterated that they needed to abolish the Citizen's Union.

Council member Baker agreed with Council member Holloway. He added that they needed to come up with a better process, because some programs get large amounts of money, when others receive less and less. They also need to look at some of the city departments that rely on these monies and don't really need it. He urged his colleagues to weed out those programs.

Council member Brantley noted that she understood the issue with the Citizen's Union. However, she explained that having been involved herself, she felt it was a good process to allow community input into what programs are funded. She questioned if there was a requirement that they have a Citizen's Union Committee per the CDBG process. Ms. Kabel responded and said that HUD requires some type of process that involves citizens review of the requests. They have to have some mechanism in place that involves the public.

Council member Brantley urged her colleagues to follow Ms. Kabel's input and follow the process.

Council member Brantley commented that she didn't think it was their role to dictate the number of times an agency can come forward to request funding.

Ms. Kabel said that HUD leaves a lot of discretion on how to administer funding.

Council member dePara spoke to Council member Brantley's comments. He stated that the ECDE Committee handles the CDBG process. He said that abolishing the Citizen's Union would have to be done through charter revision. He further noted that although the ECDE Committee doesn't agree 100% with the Citizen's Union recommendations, he did think it was good to have another set of eyes to peruse the funding requests that provide vital funds to varied programs. Overall, he thought the Citizen's Union played a vital part in the process. He agreed the process could be improved upon and made more user friendly. He relayed that the process was being worked on, wherein they could empower agencies to remain intact, especially those that are crucial to community needs. So they are looking to better the initiative. He implored each council member to be part of the initiative and offer feedback, to ensure that all the agencies remain effective in what they're doing.

Mayor Finch commented that all the comments weren't relevant to the motion on the floor. He noted that he spoke to City Attorney Anastasi, who will provide some research as to whether the Citizen's Union can be abolished.

Mayor Finch recalled the motion that was on the floor. There were gestures from some of the council members to speak. Mayor Finch suggested they hear once again from Council member Holloway and then move the item. He reiterated that research on the matter would be forthcoming.

Council member Holloway deferred to his colleague from the 136th District. He stated that he served for six years on the ECDE Committee. He stressed that CDBG money was only meant to be an incubator, wherein everyone has access to funding. It's not welfare to take care of people. He noted once again that he has been on the council for sixteen years and everyone he has spoken to in small and large cities has a Citizen's Union. He said that what ends up happening is that the Citizen's Union makes the recommendations and then the city council shoots down selected requests.

Mayor Finch commented the overall problem was that there isn't enough money to distribute.

Council member Vizzo-Paniccia asked Council member Holloway in his sixteen years and as co-chair of the ECDE Committee, did he ever submit a resolution to abolish the Citizen's Union. Council member Holloway replied no.

Council member T. McCarthy stated that he was in favor of keeping the Citizen's Union intact for the purpose of receiving their input. He said that although he understood Council member Holloway's comments, he also applauded co-chairs Curwen and dePara for trying to reform the process and coming up with the idea to help agencies who have come to rely on the funding. He said they will now encourage and urge these agencies to research and seek out other funding sources.

Council member Lyons commented that she served on the ECDE Committee. She noted that there are some programs that seek CDBG money numerous times, noting that last year, one program was taken care of with one-time funding. She said the ultimate goal is to do the same with other programs.

Council member Blunt stated that the process won't change this year. He felt that the fact that only the committee was making the decisions wasn't a bad thing and the Citizen's Union representatives did a good job. He relayed that now wasn't the time to debate the issue and it should be done in the proper committee.

Council member Curwen stated that if at all possible, he suggested that the Mayor's office compose a letter to request an increase in CDBG block grant money, so that it can go where it's needed.

**** MOTION PASSED TO REFER THE ITEM TO COMMITTEE**

**** COUNCIL MEMBER BAKER MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO REFER RE: RESOLUTIN TO ESTABLISH A STANDING COMMITTEE RELATED TO STEEL POINT PROJECTS FOR THE 137th AND 139th DISTRICTS. AND THREE (3) COUNCIL MEMBERS APPOINTED TO OVERSEE, THE REVIEW AND PROCESSING OF ALL STEEL POINT PLANS (ITEM # 34-09)**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

Mayor Finch read the by-laws as they pertained to the matter of creating and appointing special committee members that must be initiated by the Council President.

Council member Martinez asked the number of people that will be appointed to the special committee. Mayor Finch responded that there wasn't any limit on the number appointed.

Council member Brantley asked Council member Baker to clarify what he was asking for. Mayor Finch answered the question and said the request was to create a special committee to track the Steel Point projects. Council member Baker concurred that was correct. He noted that he would like to appoint a standing committee to monitor and oversee the projects on a day to day basis; as well as receive updates for all the projects and all aspects of each project. He said this will enable the committee to get a clearer idea of the projects progress.

Mayor Finch stated that when the committee is appointed, the recommendations will be made.

Council member Brantley asked the rationale behind the east end and east side council members being appointed to the committee. She further questioned why the council president should be focused on just those two districts. Mayor Finch said the matter could be discussed when the item is referred to committee.

Council member Martinez commented that it sounded like the committee would be run like the Schools Building Committee. She noted it will be a good thing to find out what's going on with the Steel Point projects.

ADJOURNMENT

**** COUNCIL MEMBER McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:50 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY COUNCIL COMMITTEE of the WHOLE
SPECIAL MEETING
JANUARY 11, 2010
6:00 p.m.**

Council President McCarthy called the meeting to order at 6:07 p.m.

He reviewed the ground rules for this special meeting and stated that the meeting would be held in the Wheeler Room for a short period for the purpose of hearing the tape recordings. Then the committee as a whole will recess to the city council chambers to resume the meeting of the full city council.

The city clerk took the roll and announced there was a quorum:

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, Silva, *M. Ayala, Paoletto, Curwen, Baker, Holloway

** = arrived after roll call 6:15 p.m.*

ABSENT: Council members: Bonney, dePara, Martinez

23-09 Statements of Councilperson Robert S. Walsh, 132nd District to Councilperson Mary Evette Brantley.

Council President McCarthy called the public speaking session to order at 6:40 p.m.

The city clerk took the roll call and announced there was a quorum.

Council President McCarthy stated that only council members would speak tonight. There wouldn't be any public input. He further stated that he would chair the meeting.

It was noted that the tape recordings would be heard first; then comments would be heard from the council members. And thirdly, the meeting would recess to council chambers to hear Council member Brantley and Council member Walsh address the city council and public.

Assistant City Attorney John Mitola updated the council members that the tape to be played involved a memo that was sent to the council members on December 30, 2009, regarding the statements made by Council member Walsh on Council member Brantley's cell phone. The message was recorded on tape that was approximately one minute long.

The first portion of the recorded tape was played as follows:

“Quick question, weren't you missing a couple of master's. Thank you master for letting us on your property in Florida. Thank you master, I've never been allowed on such a beautiful piece of property in my entire life. Thank you master, you tell me what you want me to do and I'll do it. Bye bye”.

The second portion of the recorded tape was played as follows:

Council member Walsh apologized for his comments and stated that he had a problem with Council member Brantley thanking them for allowing her to tour the facility. He apologized that it was expressed in the wrong way.

Council President McCarthy recessed the meeting to council chambers at 6:12 p.m.

Council President McCarthy called the reconvened meeting to order in the council chambers at 6: 17 p.m.

He recapped that the tapes were played in the Wheeler Room and they recessed to council chambers to continue the meeting.

Council President McCarthy called Council member Brantley to address the council and public first. Council member Silva interjected to state that some information had been distributed to the council members to read. He asked that they be given a few minutes to review it. Council President McCarthy added that he also distributed an action draft resolution and tentative steps to be taken to resolve the issue.

It was noted that the following documents were distributed: a copy of the October ECDE Committee meeting minutes were also distributed. A copy of the resolution from Council President McCarthy and a written statement from Council member Blunt.

note: The resolution drafted by Council President McCarthy wasn't read into the record.

The following statement was read into the record by Council member Brantley:

For Press Release from Mary Evette Brantley

January 11th , 2010

I would like to take this opportunity to dispel the thoughts and beliefs that this preceding was not politically motivated by Mayor Bill Finch and Common Council President Thomas McCarthy. Initially, I attempted to deal with this matter via the Black and Hispanic Caucus, but the president of the Caucus, Andre Baker, felt that this was a personal issue and that I needed to deal with it on my own. At that point, I chose to file a complaint with the City Attorney because I felt that it was a direct offense to not only me, but to the African American Diaspora.

What happens to a human being after they have been confronted after racism has raised its ugly head? As for me, having experienced racism raising its head, I am hurt, I feel betrayed and belittled. I am shocked to know that my city council colleague, Robert Walsh, would venture out to make a mockery out of my ancestors, my culture and the people we represent. Simply because he felt that he needed to have control over me and who I extended thanks to because they stepped up to the plate and agreed to enhance the economic development of the city of Bridgeport. Mr. Walsh in his fit of rage has managed to not only offend me and the entire community by his racist remarks.

His friends over the past few months have tried to defend his actions and use this horrendous act to further their own political ambitions and aspirations. **HOW CAN ANY DECENT CITIZEN AND HONORABLE PERSON DEFEND HIS ACTIONS? FOR ANYONE TO MINIMIZE HIS ACTIONS AND BEHAVIOR IS TO SAY IT'S ALRIGHT TO MAKE RIDICULE OF ANYONE'S HISTORY, RACE AND CULTURE.**

It has been reported that Mr. Walsh has a history of calling past female colleagues and letting them 'have it' because they didn't agree with his way of thinking or do as he said. This conduct should have been dealt with a long time ago and perhaps he wouldn't have felt so bold and called this council woman with this racist and sexist message. It is not for me to debate whether Mr. Walsh is a racist; however his message is clear and in human nature we say what we mean and we mean what we say. Mr. Walsh clearly was angry and his message reveals what's in his heart and spirit.

I was raised by two loving parents from Mississippi. They witnessed racism in both Mississippi and Connecticut. In the course of their lives and particularly while they raised their children they like all parents, taught their children manners, respect and how to say thank you when someone did something nice for you. This is common human nature.

In reviewing the minutes from the Economic Community and Development Committee Meeting, there was a room full of people who thanked the Bridgeport Landing developers for a number of acts of kindness. Why Mr. Walsh singled out this council woman is a mystery to me. **WAS IT BECAUSE I'M A WOMAN AND A BLACK WOMAN? OR BECAUSE HE WAS THAT ANGRY HE CHOSE TO HURT THE PERSON CLOSEST TO HIM ON THE COUNCIL LIKE HE DID MY PREDECESSORS WHO WERE WOMEN?**

The University of Virginia has an honesty policy that dates back to the early 1800s. To date, its students must pledge and sign the honorary agreement. They must search their souls and be honest with one another. If they do not uphold the policy, they are asked to leave the university. The Connecticut Post in an editorial, date _____, recommended that the honorable thing for Mr. Walsh to do was to resign because of his racist remarks he left on his colleague's voice mail. I ask that Mr. Walsh re-evaluate his actions and do as the Connecticut Post suggested and resign. Re-evaluate his actions because he is serving a community which is majority minority and knowing that he offended not only the minority community, but the entire city.

In closing, I would like to thank Mayor Finch for supporting his council woman contrary to the Walsh supporters who minimized his comments and recognizing the significant negative impact of Mr. Walsh's racist comments. I would also like to thank him for stating that he would not tolerate any such racist activity in his administration. This goes without saying that we will not condone racist emails about the President or anti-semitist showing up at Menorah lightings. And when one of us hurt we all hurt. Mr. Council President, Thomas McCarthy, thank you for your unwavering support through this terrible fiasco. You rose to the occasion and you supported this council woman well beyond your call of duty. **YOU ARE A FINE EXAMPLE OF LEADERSHIP.** To my fellow colleagues, I thank you for your support and I thank you for being patient and understanding during his challenging time. It is my hope that we can move forward and do what we've been elected to do, represent our districts and serve this city with dignity and pride as we embark upon a new decade. Again, I echo the sentiments of the Connecticut Post and I agree that Mr. Walsh should resign. If not, I ask that he apologize to the entire city of Bridgeport. I asked that he attend an anger management class, attend diversity training and that he be censored until those classes are completed.

M. Evette Brantley

Council member Walsh addressed Council member Brantley, the city council and the public with the following statement:

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He stated that he takes his responsibility as a member of the city council seriously. And when he doesn't agree with a contract, agreement etc., he speaks his mind. But it was never his intention to hurt anyone in the process. He apologized for his comments that were insensitive and ill-advised and should never have been said those things. He emphasized that his comments were unintended. He ended in saying that they should get back to business and he asked Council member Brantley to accept this apology.

Council President McCarthy recalled that tape that was played earlier this evening. He stated that he found the contents of the tape to be disgusting and inappropriate. And as for any political ploy, this was not the purpose of the meeting tonight. He further expressed that he was sorry they had to be here tonight to address this matter, but in the same respect, he said it served a purpose of making the issue public.

He went on to say that anyone who verbally attacked Council member Brantley because of this matter was unfair, because he thought that she conducted herself in a stellar manner. He said he accepted Council member Walsh's apology and he felt it was time to move on. He agreed that diversity training would be good, not only for Council member Walsh, but for the entire city council, noting that it would be a good thing to to move the city forward and not separate themselves.

Council member Baker stated that Council member Walsh's apology should be accepted. He cited a section of the council rules that outlined language pertaining to an apology as a remedy to this type of issue, in lieu of resignation.

**** COUNCIL MEMBER BAKER MOVED TO ACCEPT COUNCIL MEMBER WALSH'S APOLOGY ISSUED TO COUNCIL MEMBER BRANTLEY AND THE ENTIRE CITY COUNCIL**

Council member Blunt stated this matter has resulted in everyone looking to themselves and demanding respect.

He read the following statement into the record:

Although the words used by Councilman Walsh to convey his feelings seemingly were uncharacteristic, his action may not have been. Allow me to explain. The message Councilman Walsh left for Councilwoman Brantley was completely asinine, offensive, and inappropriate at the very least, especially now where there seems to be an epidemic of ignorance in Fairfield County. This incident may have involved two people, but it impacts all of us on the Council. As elected officials, we are held accountable to a higher standard of values (that is just the nature of our business).

As leaders we represent diverse communities throughout this city and as such, need to acknowledge and respect each other. The problem as I see it, is that many of us have difficulty separating our political discretions from personal perspectives or feelings. I have experienced this numerous times on the Council when things don't go according to plan. So when there is a difference of opinion or disagreement, we lash out and react through emotion submitting to anger, ridicule, stupidity, and sarcasm instead of relying on logic and reason. We get caught up in the moment and become vulnerable internalizing our feelings and abandoning any regard for acceptance or respect for opposing views.

It goes beyond passion, being passionate about certain issues is expected and even encouraged. However, when passion compromises one's judgment, it becomes a detriment to the process. We must learn or unlearn if you will, the very basic notion of disagreement. We must keep our ego and emotions in check and place into practice the most effective and constructive form of communication and debate. We cannot allow our emotions to impair our judgment. Let this situation serve as an opportunity to learn, grow and allow us to do what we do best, move this city forward.

Let us focus on the responsibility of self-improvement, not reprimand or blame. I am proposing that the entire Common Council, no exceptions, seek training or counseling in the field of emotional management, cultural sensitivity and diversity training, effective communication skills, conflict resolution and basic insights on how to deal with disagreement and accept difference.

It is my intent to diffuse an awkward situation and at the same time ensure that this does not happen again.

Warren Blunt

Council member Silva stated that in listening to what Council member Brantley had to say, not only should Bob apologize, but he also felt that she deserved an apology from the Black Caucus and Hispanic Caucus. Initially, he felt that the matter was dealt with wrong, but he expressed that no minority or woman should have to be subjected to such statements. He expressed that he personally apologized to Evette on behalf of the Hispanic Caucus.

Council member Curwen stated that he was sorry that the matter came to this extent and it was unfortunate that the matter went to the newspaper. He expressed that from knowing Council member Walsh, he didn't feel that he is a racist in his heart. However, he agreed with Council member Brantley that Council member Walsh's comments were insensitive. As far as the matter of cultural diversity training, he recommended contacting James Cook to implement the training.

**** COUNCIL MEMBER CURWEN SECONDED COUNCIL MEMBER BAKER'S MOTION TO ACCEPT COUNCIL MEMBER WALSH'S APOLOGY**

Council member Brannelly questioned whether Council member Brantley was willing to accept Council member Walsh's apology.

Council member Brantley said she accepted his apology, and she also felt that he should apologize to the entire City of Bridgeport as well.

Council member Walsh stated that he was sorry for any distractions to the city council from doing their job. He publicly apologized to the entire City of Bridgeport for any ill will he may have caused the residents of the city.

Council member Brantley expressed that his apology was accepted.

Council member Taylor-Moye stated that Council member Walsh's comments caused a lot of anger among many people and herself as an African-American woman. She felt his comments were ridiculous. She asked for closure to this matter to move forward.

Council member Austin expressed that as a new council member there are pros and cons with leaders of the city, but it gave him great pleasure to see what was taking place tonight, in light of Council member Brantley taking a stance on this matter. He felt that she should be commended for standing up and speaking out. He further expressed that he believed Council member Walsh's apology was sincere. He thanked Council member Walsh for admitting wrong in this matter and he thanked Council member Brantley for her strength, noting that they should now move the city forward.

Council member Lyons stated that a good lesson was learned for the entire council. She expressed that this lesson should be remembered for any future conflicts that may occur. She noted that each council person has their own gifts and talents. However, at times, they have to put their personal feelings aside in the good of the city. She emphasized that we should all respect each other. She further noted that it was important that both council members continue on to represent their district.

Council member Martinez stated that she hoped the matter would be resolved in the best interest of the city. She expressed that she has seen Council member Brantley come forward to speak up on issues in the past. She expressed to Council member Walsh that she was aware of how he has worked in the best interest of the city in the past. She urged them to move forward with city business.

**** COUNCIL MEMBER CURWEN MOVED TO TABLE**

Council member Curwen withdrew his motion to table

Council member Baker stated that as the President of the Black Caucus, they don't tolerate or condone racism and they strive hard to be a part of the administration in Bridgeport, to represent the constituents in many areas; such as housing and funding. He further stated that when he heard about his matter, he felt it was a personal issue between Council member Brantley and Council member Walsh in the best interest of the district, taking into consideration Council member Brantley's heritage. He expressed that Council member Walsh has always been supportive of the black community on many issues. He said he hoped they could move forward and do the things they need to do for the city.

Council member Brantley responded to Council member Baker's comment that the council was split on the matter. She clarified that she didn't feel it was a personal matter per se, because the message left by Council member Walsh was made on the cell phone issued by the city. So that's why she thought the matter should have been made public.

Council member McCarthy thanked Council member Brantley for taking the higher road in this matter and conducting herself in an upstanding manner.

The council returned to the previous motion with the added language:

**** COUNCIL MEMBER BAKER MOVED TO ACCEPT COUNCIL MEMBER WALSH'S APOLOGY ISSUED TO COUNCIL MEMBER BRANTLEY AND THE ENTIRE CITY COUNCIL. WITH THE CONDITION THAT DIVERSITY TRAINING BE IMPLEMENTED FOR THE ENTIRE CITY COUNCIL**

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN
** COUNCIL MEMBER HOLLOWAY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

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January 11, 2010
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BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

COMM. # 30-09 Referred to Contracts Committee (February 1, 2010)

January 25, 2010

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and twenty copies of:

- (1) Proposal from The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees, and
- (2) Sample Life and Accidental Death and Dismemberment Contract

The benefits and premiums are intended to commence not later than April 1, 2010 and continue in force for 36 months.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of February 1, 2010.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERKS OFFICE
10 JAN 26 AM 9:42
ATTEST
CITY CLERK

**A Proposal of Employee Benefits From The Hartford
For the U.S. Employees of**

City Of Bridgeport

Life, AD&D

Presented by:

Robert Cabana

Segal Company Eastern States Inc

Proposal valid until April 1, 2010



The Hartford Delivers

The Hartford welcomes the opportunity to quote on your group benefits.

At The Hartford, we know that the health and well being of your employees has an enormous influence on the productivity of your workforce. We understand the link between medical costs and disabilities and their impact on your company's bottom line.

The Hartford is one of the leading providers of group disability and life insurance, and has been recognized for our financial stability and integrity for over 50 years in the group benefits business. We provide unique solutions to your insurance needs while providing employees with the benefits that help make your company an attractive and motivating place to work.

The Hartford's outcome-driven disability claim management approach helps employees return to work and helps employers to reduce costs. Our *Ability Philosophy*, which is a core belief that people want to lead active, productive and independent lives, is central to how we conduct business.

Our life claim model is predicated on prompt and sensitive service. Our dedicated call center staff receives sensitivity training to deal with grieving claimants.

Initial and ongoing service is as important to our customers as our claims approach. That is why we put such great emphasis on our consistent, responsive and accurate service operations. The Hartford's Group Benefits Division employees bring to life our *Ability Philosophy* every day for producers, employers and employees through their deep industry knowledge, caring, and a proven ability to meet the unique needs of our customers in every interaction.

We deliver leading edge products and services, backed by a tradition of market leadership and financial strength.

Leading-Edge Products and Services

- **Ability-Focused Group Disability products** – help employers maximize work force productivity and minimize absences. The Hartford was the first to focus on the abilities of people with disabilities to help them return to work. We demonstrate this belief through our Founding Partnership with U.S. Paralympics® that promotes and supports the power of ability.
- **A Comprehensive Portfolio of Group Life products** – help to provide financial security for life's unpredictable events by offering an expanded scope of progressive benefits and features. These not only provide critically important benefits at time of death, but also offer added value to employees during their lifetime and provide assistance to their beneficiaries.
- **A Complete Line of Group Accident programs** – offer comprehensive accident protection for employees. Through our *Accidental Death & Dismemberment* coverage we offer worldwide protection 24 hours a day, 365 days a year. We also offer *Group Travel* coverage for employees when traveling, which includes travel assistance benefits including emergency medical assistance provided by Worldwide Assistance Services, Inc, a leader in the travel assistance industry.
- **Innovative Web sites** – Employer View® helps reduce plan administration time by providing employees with instant, secure access to group benefit information, including claim inquiry, medical underwriting data, electronic billing and electronic payment. The Hartford's dedicated consumer benefits website, www.TheHartfordAtWork.com, gives employees clear and concise information and interactive tools to quickly and confidently make the right choices for their needs.

For More Information

The Hartford is pleased to provide a proposal designed to meet your specific benefit plan objectives. We believe we're uniquely qualified to be your carrier of choice and look forward to serving your group benefits needs. For more information about our products and services, please contact your Hartford representative.



Basic Employee Life and AD&D

Employee Plan Summary	
Feature	Description
Class Description	Class A,E,Q,U - All Active Full Time Employees All Retirees
Employee Benefit	Flat Amount
Guaranteed Issue Amount	Class A,E,Q,U - \$50,000 Class P - \$56,000 Class B,C,L,N,S - \$25,000 Class D,K,V - \$20,000 Class G - \$25,000 Class EX - \$75,000 Class F - \$54,000 Class X - \$5,000 Class Y - \$50,000 Class Disabled ee's on Workers Comp - \$75,000
Maximum Benefit	Class A,E,Q,U - \$50,000 Class P - \$56,000 Class B,C,L,N,S - \$25,000 Class D,K,V - \$20,000 Class G - \$25,000 Class EX - \$75,000 Class F - \$54,000 Class X - \$5,000 Class Y - \$50,000 Class Disabled ee's on Workers Comp - \$75,000
Employee Continuity of Coverage	Enhanced
Life Disability Provision*	Premium Waiver to Normal Retirement Age if Disabled Prior to 60 Class 3 – Retirees, DBO
Premium Waiver Elimination Period	9 Months
Living Benefit Option (Accelerated Benefit)*	12 months Life Expectancy, 80% of benefit to Max. \$75,000
Conversion*	Included
Accidental Death & Dismemberment (AD&D)	Matches Basic Life Benefit
Occupational Death Benefit	Does Not Apply
Employee Contribution	Non-contributory
Enrollment Type	No Enrollment
Participation Requirement	100% of Eligible Employees
Number of Eligible	Total - 1,599

* Applies to Life only



Employee Rate Summary

			Monthly Premium
Basic Life	\$0.238 * per \$1,000	\$60,298,000 Volume	\$14,351
Basic AD&D	\$0.02 per \$1,000	\$56,612,000 Volume	\$1,132
Rate Guarantee: 3 Years * active rate is \$.162 retiree rate is \$1.284			



City Of Bridgeport

Qualifications and Assumptions

**The following are the qualifications upon which this proposal is based.
Our quote is contingent upon receipt of:**

1. A Concentration of Risk form must be completed or updated for all Life and AD&D lines with 1,000+ eligible employees at the time of sale.
2. Verify Premium Waiver claims are included in the claim experience provided.

All missing information must be received prior to the quote "valid until date" listed on the cover of this proposal. The quote will not be binding until all missing information is received, reviewed, and approved in writing by The Hartford.

The following are the assumptions upon which this proposal is based:

1. The effective date of this case will be January 1, 2010.
2. Proposal and rates are valid until December 31, 2009.
3. Rates assume a SIC code of 9103.
4. Quote assumes a Situs State of CT. Hartford standard filed contract language applies unless approved in advance by Underwriting. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
6. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
7. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
8. The Hartford reserves the right to re-price:
 - If the sold plan design differs from the proposed/quoted plan design
 - For change in State or Federal Insurance regulations
 - If a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
9. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
10. A 45-day Grace Period will apply to all lines of coverage.
11. The Minimum Life Benefit stated represents the minimum benefit before the application of Age Reduction Provisions
12. Quoted rates are based on all coverage lines being sold as a package.
13. We assume all eligible employees are U.S. citizens or U.S. residents working in U.S. locations who have met the full time eligibility requirements. If coverage is needed for any other type of employees such as Expatriates, U.S. Expatriates, Third Country Nationals, or Local Nationals, please review the request with The Hartford.
14. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
15. Employees are required to complete Hartford Beneficiary designation forms. All others must be approved by underwriting in advance.
16. Assumes the plan of benefits is subject to ERISA regulations.



City Of Bridgeport

17. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
18. Assumes leave of absence or coverage continuation policies must be reviewed and approved in advance by underwriting.
19. Assumes Military Leave of Absence is 12 weeks unless otherwise specified.
20. Quoted rates assume no commissions payable.

This proposal is only a summary of the benefits offered to your company. The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment and (transferred business information) provided.

This proposal does not constitute a final offer or agreement. It is the Producer's responsibility to present all terms and conditions in this proposal.



City Of Bridgeport

Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

Life:

AD&D		
Under our Standard Accidental Death and Dismemberment Benefit package, we provide payment of benefits if the following Losses occur within 365 days of the Accident. Subject to state availability, the following benefits are included:		
Loss of Life	100% of Principal Sum	
Loss of Both Hands or Both Feet or Sight of Both Eyes	100% of Principal Sum	
Loss of One Hand and One Foot	100% of Principal Sum	
Loss of Speech & Hearing in Both Ears	100% of Principal Sum	
Loss of Either Hand or Foot and Sight of One Eye	100% of Principal Sum	
Loss of Either Hand or Foot	50% of Principal Sum	
Loss of Sight of One Eye	50% of Principal Sum	
Loss of Speech or Hearing in Both Ears	50% of Principal Sum	
Loss of Thumb & Index Finger of Either Hand	25% of Principal Sum	
Seat Belt and Air Bag Benefit	<p>Seat Belt - 10% of Principal Sum to a maximum of \$10,000</p> <p>Air Bag - additional 5% of Principal Sum to a maximum of \$5,000, if seat belt also used.</p> <p>Minimum Benefit - If it cannot be determined that the injured person was wearing a Seat Belt at the time of the Accident, a Minimum Benefit of \$1,000 will be payable.</p>	<p>If a covered individual sustains an Injury payable under the Accidental Death and Dismemberment Benefit, we will pay an additional Seat Belt Benefit if the injury occurs while riding in or driving a Motor Vehicle and wearing a Seat Belt.</p> <p>If a Seat Belt Benefit is payable, we will pay an additional Air Bag Benefit, if the individual was positioned in a seat with a factory installed Air Bag, and was properly strapped in the Seat Belt when the Air Bag inflated.</p>



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Repatriation Benefit	The lesser of: <ul style="list-style-type: none"> • 5% of Principal Sum; • \$5,000; or • the actual expense incurred for preparation and transportation of the body for burial or cremation. 	If a covered individual dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit if death occurs outside of the state or country of permanent residence.
Loss of Movement	Quadriplegia* - 100% of Principal Sum Triplegia* - 75% of Principal Sum Paraplegia* - 75% of Principal Sum Hemiplegia* - 50% of Principal Sum Uniplegia* - 25% of Principal Sum	If any of these Losses occur as the result of an Injury, the described benefit is payable. Loss of movement of Limbs means that movement is completely lost and is irreversible.
More than one of the above Losses resulting from the same Accident	The lesser of: <ul style="list-style-type: none"> • Principal Sum; or • Sum of each Benefit payable 	

- * Quadriplegia - Loss of movement of both upper and lower Limbs
- * Triplegia - Loss of movement of three Limbs
- * Paraplegia - Loss of movement of both lower Limbs
- * Hemiplegia - Loss of movement of both upper and lower Limbs on one side of the body
- * Uniplegia - Loss of movement of one Limb

Enhanced Employee

This language addresses concerns about employees losing coverage in takeover situations simply because the carrier changes. It is available when we are replacing a policy with Premium Waiver. Enhanced extends coverage to employees who were insured under the prior policy on the day before our Policy Effective Date, whether or not they were actively at work on that last day.

- Coverage under this provision continues until the first of the following,
- The date the employee returns to work as an Active Full-Time Employee;
 - The last day of a 12-month period following our Policy Effective Date;
 - The last day the employee would have been covered under the prior policy had the prior policy not terminated; or
 - The date insurance terminates for one of the reasons stated in the Termination Provisions.

- The Amount of Coverage provided is equal to,
- The lesser of the amount under the prior policy or the amount under our policy
 - Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.

Life Disability Provision

Premium Waiver to Normal Retirement Age, if Disabled Prior to Age 60

Any covered employee who becomes Disabled before age 60 is eligible for continued employee life insurance, without payment of premium, while the employee remains continuously Disabled. Premium is required until the employee is approved for coverage. Once approved, premium will be waived and



City Of Bridgeport

coverage will be continued until Normal Retirement Age while the employee remains Disabled.

Employees are considered Disabled if they are prevented, by injury or sickness, from doing any work for which they are, or could become, qualified by education, training or experience. If Living Benefit Option is included, employees will also be considered Disabled if they meet the definition of Terminally Ill in the certificate.

Living Benefit Option (Accelerated Benefit)

The Living Benefits Option (LBO) allows the employee to elect to receive an accelerated payment of a portion of the life insurance benefit when a covered person (may include employee or employee and dependent) is diagnosed as terminally ill with a 12 month life expectancy. The employer determines applicable life expectancy and whether the benefit applies to dependent coverage.

We will pay up to 80% of the terminally ill individual's Group Term Life benefit as long as he or she has a minimum life coverage amount of \$10,000 and has not exceeded the maximum age, if any, described in the contract. LBO pays a minimum of \$3,000 and a maximum of \$500,000. Accelerated funds are paid to the employee with no restrictions on how they may be used; the remaining death benefit is then payable to the beneficiary.

Safe Haven

The Safe Haven program is a claim settlement option when group life insurance benefits of \$10,000 or more are payable to a single beneficiary. The beneficiary is provided with a book of drafts that allows the beneficiary to easily access their proceeds by writing an unlimited amount of drafts (like a check) each month as needed. Drafts can be written up to the full balance. Safe Haven is intended to provide customers with a convenient means for paying immediate needs. This allows the beneficiary time to decide how to use the remaining balance of their insurance proceeds during a time when making financial decisions may be difficult.

With the Safe Haven program, the insurance proceeds are held in our general account and payments are based on the claims-paying ability of Hartford Life. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest credited to customers participating in the Safe Haven program will provide Hartford with a profit and cover expenses we incur.

- The Safe Haven program is not intended to be a long-term investment vehicle.
- Safe Haven proceeds earn interest at a rate determined by the Hartford. For interest earned equal to \$10 per year or greater, a 1099 will be provided annually.
- Beneficiaries pay no monthly fees, receive a monthly activity report and can call a toll-free phone number for inquiries.
- Safe Haven is not a bank account and assets are not insured by the Federal Deposit Insurance Corporation.

Life Conversations -- Family Coverage



City Of Bridgeport

We have introduced a new program called Life Conversations from The Hartford that is an innovative personal planning package to provide your employees with online and 24/7 advisor-supported access to a suite of tools and services to guide them through major life decisions. From selecting the appropriate amount of life insurance and creating a will, to at-need services such as funeral planning and grief counseling, Life Conversations provides employees and their beneficiaries with comprehensive support.

Highlights of our Life Conversations program include:

- Life Conversations is available to employees covered under a basic and/or supplemental group life insurance from The Hartford. These services are available at no additional cost. To use Life Conversations, employees simply go to www.hartfordlifeconversations.com.
- *Easy to Navigate* – Life Conversations provides information and support in two distinct categories:
 - Planning Tools and Services – before a loss.
 - At-Need Services – during or after a loss.
- *24/7 Advisor Support* – is available to answer questions and to direct employees to the multiple services available under the program. This includes late night access to a licensed funeral director who can offer support with an unexpected death or phone counseling for a beneficiary who is trying to cope with a loss at 3:00 a.m.

Planning Tools and Services

The Hartford, understands how complicated decisions about life planning can be. We have assembled the following services and tools to help employees with their critical planning:

- *Understanding and Selecting Life Insurance* – online resources define types of insurance and interactive calculators help determine the right coverage amounts.
- *Product Features* - Important benefit features that are relevant during life planning are highlighted. For example, employees are eligible to utilize our Travel Assist[®] program – which provides pre-trip and emergency travel services so employees can travel with confidence, even if the unexpected occurs.
- *Estate Planning* – allows employees to leave assets, goals and dreams to their loved ones. Employee estate planning resources include:
 - *Conversation Starters* – helps employees begin dialogue about end-of-life decisions with loved ones.
 - *Asset tools and calculators* – assists in identifying and documenting assets so that important decisions and personal possessions can be passed on to the next generation.
 - *Legally-binding online will* – can be created with EstateGuidance^{®2}, an online will preparation service.
- *Funeral Planning* - your employees can't predict life's outcomes, but they can prepare for it. Employees receive expert advice, assistance and services from the first nationwide funeral planning and concierge service – Everest³. Everest helps plan for their funeral well ahead of time, making their wishes known electronically and on paper - from the type of services they prefer to funeral home selection and other choices. Additional services include:
 - *Access to Everest's planning, research and knowledge tools* including the "My Wishes" Planning Guide.
 - *Unlimited use of "PriceFinder Research Reports"* – a nationwide database of funeral home prices that allows your employees to get the best value.
 - *Expert assistance by professional advisors* for planning the details of a funeral.



City Of Bridgeport

At-Need Tools and Services

When a loved one dies, survivors may experience shock, grief, and a sudden change in their lives. To help with the burden of making multiple life-changing decisions during a stressful time, The Hartford has developed the following at-need services to help your employees and their beneficiaries navigate and cope:

- *Funeral Concierge Services* – at or near a time of death, employees experience emotional distress, and they may be burdened with uncertainty over final arrangements, financial strain and possible family conflicts. Our Life Conversations provides employees with 24/7 access to Funeral Concierge Services. Your employees can connect with Everest advisors (licensed funeral directors), who offer as much personal assistance as the family desires. Services include:
 - *Concierge assistance through the funeral planning process* which includes documenting the family's wishes and putting that plan into action.
 - *Communication of the plan* with the funeral home of the family's choice and negotiation of prices which often results in significant time and financial savings.
 - Through Everest, beneficiaries can make informed decisions without doing any of the advanced work or being thrust into a sales-focused environment.
- *Family Support* - beneficiaries receive confidential, professional assistance with emotional, legal and financial concerns through Beneficiary Assist⁴, which offers:
 - Upon request, phone counselors assess the beneficiaries' bereavement counseling needs and develop an individualized plan.
 - Five one-hour face-to-face working sessions per family, are available with a grief counselor, legal advisor or financial planner.
 - One year of unlimited phone contact is also available.
- *Claims Assistance and Support* – our claim team helps beneficiaries through the claim filing process while providing empathetic support and guidance. We provide:
 - *Online access to resources* including "A Practical Financial Guide – After the Loss of a Loved One".
 - *Our Safe Haven[®] Program* option provides a secure account for beneficiaries to keep life insurance proceeds that gives them time to decide how they wish to spend funds

¹ Travel Assistance is provided by Europ Assistance USA. Europ Assistance USA is not affiliated with The Hartford and is not a provider of insurance services.

² EstateGuidance[®] services are provided through The Hartford by ComPsych[®], the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. For more information on ComPsych, visit www.compsych.com. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

³ Funeral Concierge Services are offered through Everest Funeral Package, LLC (Everest). Everest is not affiliated with The Hartford and is not a provider of insurance services. Everest and its affiliates have no affiliation with Everest Re Group, Ltd., Everest Reinsurance Company or any of their affiliates.

⁴ Beneficiary Assist is offered through ComPsych[®]. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

Life Conversations – Parents Coverage

We have introduced a new program called Life Conversations from The Hartford that is an innovative personal planning package to provide your employees with online and 24/7 advisor-supported access to a suite of tools and services to guide them through major life decisions. From selecting the appropriate



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amount of life insurance and creating a will, to at-need services such as funeral planning and grief counseling, Life Conversations provides employees and their beneficiaries with comprehensive support.

Highlights of our Life Conversations program include:

- Life Conversations is available to employees covered under basic group life insurance from The Hartford. With the supplemental life, in addition to your employees' dependents, this option extends Life Conversations services to parents and step-parents of the employee and employee's spouse for an additional charge to the rates. To use access Life Conversations or Parents Conversations, employees simply go to www.hartfordlifeconversations.com.
- *Easy to Navigate* – Life Conversations provides information and support in two distinct categories:
 - Planning Tools and Services – before a loss.
 - At-Need Services – during or after a loss.
- *24/7 Advisor Support* – is available to answer questions and to direct employees to the multiple services available under the program. This includes late night access to a licensed funeral director who can offer support with an unexpected death or phone counseling for a beneficiary who is trying to cope with a loss at 3:00 a.m.

Planning Tools and Services

The Hartford, understands how complicated decisions about life planning can be. We have assembled the following services and tools to help employees with their critical planning:

- *Understanding and Selecting Life Insurance* – online resources define types of insurance and interactive calculators help determine the right coverage amounts.
- *Product Features* - Important benefit features that are relevant during life planning are highlighted. For example, employees are eligible to utilize our Travel Assist[®] program – which provides pre-trip and emergency travel services so employees can travel with confidence, even if the unexpected occurs.
- *Estate Planning* – allows employees to leave assets, goals and dreams to their loved ones. Employee estate planning resources include:
 - *Conversation Starters* – helps employees begin dialogue about end-of-life decisions with loved ones.
 - *Asset tools and calculators* – assists in identifying and documenting assets so that important decisions and personal possessions can be passed on to the next generation.
 - *Legally-binding online will* – can be created with EstateGuidance^{®2}, an online will preparation service.
- *Funeral Planning* - your employees can't predict life's outcomes, but they can prepare for it. Employees receive expert advice, assistance and services from the first nationwide funeral planning and concierge service – Everest³. Everest helps plan for their funeral well ahead of time, making their wishes known electronically and on paper - from the type of services they prefer to funeral home selection and other choices. Additional services include:
 - *Access to Everest's planning, research and knowledge tools* including the "My Wishes" Planning Guide.
 - *Unlimited use of "PriceFinder Research Reports"* – a nationwide database of funeral home prices that allows your employees to get the best value.
 - *Expert assistance by professional advisors* for planning the details of a funeral.

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At-Need Tools and Services

When a loved one dies, survivors may experience shock, grief, and a sudden change in their lives. To help with the burden of making multiple life-changing decisions during a stressful time, The Hartford has developed the following at-need services to help your employees and their beneficiaries navigate and cope:

- *Funeral Concierge Services* – at or near a time of death, employees experience emotional distress, and they may be burdened with uncertainty over final arrangements, financial strain and possible family conflicts. Our Life Conversations provides employees with 24/7 access to Funeral Concierge Services. Your employees can connect with Everest advisors (licensed funeral directors), who offer as much personal assistance as the family desires. Services include:
 - *Concierge assistance through the funeral planning process* which includes documenting the family's wishes and putting that plan into action.
 - *Communication of the plan* with the funeral home of the family's choice and negotiation of prices which often results in significant time and financial savings.
 - Through Everest, beneficiaries can make informed decisions without doing any of the advanced work or being thrust into a sales-focused environment.
- *Family Support* - beneficiaries receive confidential, professional assistance with emotional, legal and financial concerns through Beneficiary Assist^{®4}, which offers:
 - Upon request, phone counselors assess the beneficiaries' bereavement counseling needs and develop an individualized plan.
 - Five one-hour face-to-face working sessions per family, are available with a grief counselor, legal advisor or financial planner.
 - One year of unlimited phone contact is also available.
- *Claims Assistance and Support* – our claim team helps beneficiaries through the claim filing process while providing empathetic support and guidance. We provide:
 - *Online access to resources* including “A Practical Financial Guide – After the Loss of a Loved One”.
 - *Our Safe Haven[®] Program* option provides a secure account for beneficiaries to keep life insurance proceeds that gives them time to decide how they wish to spend funds

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⁴Beneficiary Assist is offered through ComPsych[®]. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

Standard Employee

This language addresses continuation of employee coverage in takeover situations. Standard Continuity of Coverage extends coverage to employees insured under the prior policy, who were actively at work or on an authorized family and medical leave, on the day before our Policy Effective Date.



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Coverage under this provision continues until the first of the following,

- the date the employee returns to work as an Active Full-Time Employee;
- the last day of a 12-month period following our Policy Effective Date;
- the last day the employee would have been covered under the prior policy had the prior policy not terminated; or
- the date insurance terminates for one of the reasons stated in the Termination Provisions.

The Amount of Coverage provided is equal to,

- The lesser of the amount under the prior policy or the amount under our policy
- Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.



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Commissions and other Incentives

This quote includes no commissions.



City Of Bridgeport

Policyholder Application Forms

http://gbd.thehartford.com/forms/pha/GroupLifeandLTDSTDHLA_GR12100.pdf





CERTIFICATE OF INSURANCE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Simsbury, Connecticut
(A stock insurance company)

Hartford Life Insurance Company issues group insurance policies in New York. Hartford Life and Accident Insurance Company is used in all other states.

If The Policy is written through a trust, the trustees of the trust would be the policyholder and the Participating Employer Name and Account Number would be added.

Policyholder: ABC Company
Policy Number: GL-705555
Policy Effective Date: April 1, 2006
Policy Anniversary Date: April 1, 2007

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Richard G. Costello, *Secretary*

Thomas M. Marra, *President*

Defined terms are capitalized throughout the Certificate.

A note on capitalization in this Certificate:
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

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This sample represents our standard contract and includes some common options. State exceptions may apply.

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Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

SCHEDULE OF INSURANCE

The Schedule of Insurance specifications will be tailored to the Employer's requirements.

**Cost of Coverage:
Non-Contributory
Coverage:**

Basic Life Insurance
Accidental Death and Dismemberment

**Contributory
Coverage:**

Supplemental Life Insurance
Supplemental Dependent Life Insurance
Supplemental Accidental Death and Dismemberment

A person's class determines the benefits for which he or she is eligible.

▶ **Eligible Class(es) For Coverage:** All Full-Time and Part-Time Active Employees and Retirees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal Employees.

Full-time Employment: at least 30 hours weekly
Part-time Employment: at least 20 hours weekly

Included if the Employer offers an Annual Enrollment Period.

▶ **Annual Enrollment Period:** as determined by Your Employer on a yearly basis.

A variety of options are available.

▶ **Eligibility Waiting Period for Coverage:**
1) 30 days - if You are working for the Employer on the Policy Effective Date; or
2) 60 day(s) - if You start working for the Employer after the Policy Effective Date.]

Previous service with the Employer may be used to reduce the waiting period.

▶ The time period(s) referenced above are continuous. Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Amount of Life Insurance

Basic Amount of Life Insurance

It is common for all coverage under a Basic Life plan to be available without Evidence of Insurability.

	Maximum Amount
Full-time Employees	1 times Your annual Earnings, subject to a maximum of \$50,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.
Part-time Employees	1 times Your annual Earnings, subject to a maximum of \$25,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.
Retirees	\$5,000

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Supplemental Life plans generally offer a "Guaranteed Issue Amount", which is available without Evidence of Insurability, and an additional amount which is subject to Evidence.

All Classes may not be eligible for the same coverage plans.

Supplemental Dependent Life Insurance is shown here. Basic Dependent Life is also available.

Evidence of Insurability is not required on Dependent Children for total coverage amounts of \$15,000 or less.

This is our Standard guideline.

We offer three Accidental Death and Dismemberment (AD&D) Benefit packages:

- Standard
- Option 1
- Option 2

AD&D may apply to Employees only or Employees and Dependents

The Standard package may be purchased alone, or combined with Option 1 and/or 2. The same packages would apply to Basic and Supplemental AD&D.

In this sample contract, we have included the AD&D Standard package.

The other packages are described in the Options section.

Supplemental Amount of Life Insurance

	Guaranteed Issue Amount	Maximum Amount
Full-time Employees Only	3 times Your annual Earnings, subject to a maximum of \$250,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000	5 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000

However, in no event will Your initial Amount of Life Insurance be less than \$10,000, if You are an Active Employee.

Dependent Life Insurance Benefit

Supplemental Amount of Dependent Life Insurance

	Guaranteed Issue Amount	Maximum Amount
Full-time Employees Only – Spouse	The amount You elect in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$30,000.	The amount You elect in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$100,000.

	Maximum Amount
Dependent Children: Age 15 day(s) but under age 19 year(s)	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000.

The amount of Spouse Supplemental coverage may never exceed 50% of the Supplemental Amount of Life Insurance in force for the Employee.

Accidental Death and Dismemberment Benefit

Basic Principal Sum

Full-time Employees	1 times Your annual Earnings, subject to a maximum of \$50,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000
Part-time Employees	1 times Your annual Earnings, subject to a maximum of 25,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000

Supplemental Principal Sum

	Guaranteed Issue Amount	Maximum Amount
Full-time Employees Only	3 times Your annual Earnings, subject to a maximum of \$250,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000	5 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

The Standard Package includes:

- Benefits listed in the Loss Table found in the AD&D Benefit section. This includes "loss of movement" benefits.
- Seat Belt/Air Bag
- Repatriation

Additional Accidental Death and Dismemberment Benefits:

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount:

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 10%

Maximum Amount: \$10,000

Minimum Amount: \$1,000

Air Bag Benefit Amount:

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 5%

Maximum Amount: \$5,000

Repatriation Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 5%

Maximum Amount: \$5,000

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability provision; or
- 3) under the Prior Policy.

► **Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse by the percentage indicated in the table below. This reduction will be effective on the date You attain the ages shown below. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to that Anniversary Date.

► Reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases; on or after the date You attain age 65.

Percentage by which current amount of coverage (after all previous reductions) will be reduced.	Your Age	Your % Reduction	Your Spouse's % Reduction
	65	35%	35%
	70	35%	35%
	75	35%	35%
	80	25%	25%
	85	25%	25%
	90	25%	25%
	95	25%	25%

► The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500. An appropriate adjustment in premium will be made.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: Who is eligible for coverage?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Age reductions can apply to Employees only or Employees and Spouses. When age reductions apply to Spouses, the reductions are based on the Employee's age.

Reductions also apply if the Employee or Spouse is first covered after age 65, or if benefits increase after age 65.

Our standard is to apply age reductions to the current amount of coverage (after prior reductions).

Additional Age Reduction Schedules are available.

The Spouse reduction schedule would match the Employee reduction schedule.

Future reductions are applied to the previously rounded amount.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Eligibility date descriptions can be modified to meet Employer needs.

► **Eligibility for Coverage: *When will I become eligible?***

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for Employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be covered:

- 3) as a Dependent and an Employee or Retiree; or
- 4) as a Dependent of more than one Employee;

under The Policy.

Enrollment: *How do I enroll for coverage?*

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your coverage and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

We can accommodate employers who use paper, electronic or telephonic enrollment.

► You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may enroll for Your coverage and/or Your Dependent's coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any Enrollment may be subject to the Evidence of Insurability Requirements provision.

This describes when Evidence of Insurability is required for initial coverage.

► **Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?***

We require Evidence of Insurability for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

Evidence of Insurability is required if an Employee was eligible, but did not enroll under the Prior Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Employees who are late enrollees are no longer eligible for the Guaranteed Issue coverage amount.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Dependent Evidence of Insurability Requirements: *When will my Dependents first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, for initial coverage, if You:

- 1) enroll for Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Dependent Life Insurance greater than the Supplemental Dependent's Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

Evidence of Insurability is not required for Dependent Children for combined amounts of \$15,000 or less.

▶ However, no Evidence of Insurability will be required for an Amount of Life Insurance for Your Dependent Child of \$15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) Your Dependent Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

We pay for Evidence of Insurability, except in the case of late enrollment.

▶ Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage under The Policy, as described in the Increase in Amount of Life Insurance provision.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

The Employer selects which of these Family Status changes to include in The Policy. Domestic Partner language may be included when requested. States may vary terms and availability of Domestic Partner coverage.

▶ **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Coverage for which Evidence of Insurability is required, may become effective later than Guaranteed Issue coverage.

▶ Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

The Employee Deferred Effective Date provision applies to the original coverage effective date and when increases or new benefits are added.

▶ **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

With respect to Active Employees, if, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

The Retiree Deferred Effective Date provision does not apply to initial coverage under The Policy.

▶ With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

- 3) confined in a hospital; or
- 4) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

and have engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

Confined Elsewhere means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

There are two versions of Employee Continuity of Coverage:

- Standard
- Enhanced (included here)

To qualify under the Standard version, the Employee must have been insured and Actively at Work or on an authorized family leave on the day before our Policy Effective Date.

In the Enhanced version, coverage will not be deferred if the Employee is insured under the Prior Policy on the day before our Policy Effective Date, regardless of whether he or she was Actively at Work or on an approved family and medical leave on that day.

An Employee's coverage under either Continuity of Coverage provision will not last longer than it would have under the Prior Policy, and is capped at 12 months.

The Enhanced version is recommended when replacing a policy which included waiver of premium.

As with Employees, Dependent coverage which is subject to Evidence of Insurability may become effective later than Guaranteed Issue coverage.

► **Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy? Not Applicable To Retirees*

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the Amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

► Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) The date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

► Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

The Dependent Deferred Effective applies to the original coverage effective date and when increases or new benefits are added to the Policy.

The phrase "other than a newborn" appears when we offer Dependent Child coverage from "live birth". A "live birth" definition is not standard, but is available.

Disabled children who qualify under the definition of Dependent Children are not subject to the Dependent Deferred Effective Date provision.

Dependent Continuity of Coverage is recommended when taking over a Prior Policy which included Dependent coverage. Under this provision, initial coverage will not be deferred for those who were covered as Dependents on the day before our Policy Effective Date.

If an Annual Enrollment Period is not included, this would be revised to state the Employee may request changes at any time.

Effective date descriptions can be modified to meet Employer needs.

► **Dependent Deferred Effective Date:** *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, [other than a newborn], is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

► This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

► **Dependent Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy for my Dependents?*

If on the day before The Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the Amount of Life Insurance:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

► **Change in Coverage:** *When may I change my coverage or coverage for my Dependents?*

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

► **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; and
- 4) the first day of the month next following the last day of the Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Evidence of Insurability requirements for increases in coverage are described here.

► **Increase in Amount of Life Insurance:** *If I request an increase in the Amount of Life Insurance for myself or my Dependents, must we provide Evidence of Insurability?*

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase; or
- 2) not already enrolled:
 - a) for Basic Life Insurance under The Policy You must provide Evidence of Insurability for any amount of Basic Life Insurance; or
 - b) for Supplemental Life Insurance under The Policy You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance; including an initial amount.

Evidence of Insurability is required the first time someone passes the Guaranteed Issue Amount.

► In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependents as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependents' Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance they had in effect on the date immediately prior to the date You requested the increase will not change.

This applies to Multiple of Earnings plans.

► **Increase in Amount of Life Insurance:** *If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your Amount of Life Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your Amount of Life Insurance is greater than the Guaranteed Issue Amount.

Depending on the Combined Life Insurance Maximum Benefit for the case, once someone passes the Guaranteed Issue Amount and Evidence of Insurability is approved, an Employee may not need to provide Evidence for future coverage increases which are due solely to an increase in Earnings.

Additionally, once approved, We require Evidence of Insurability again if Your Amount of Life Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved; whichever occurs most recently.

If Evidence is required, it would only be needed for Employees who received an Earnings increase in excess of \$25,000 in the past year.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your Amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

If Evidence is not required, this language would be modified.

This describes when coverage will terminate unless it is continued in accordance with one of the Continuation Provisions.

► **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid;
- 4) the date Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work;

Termination date descriptions can be modified to meet Employer needs.

unless continued in accordance with any of the Continuation Provisions.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the continuation provisions.

Continuation Provisions allow an Employer to extend Life and Accidental Death and Dismemberment coverage beyond the date when it would have terminated.

► **Continuation Provisions:** *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

Coverage under the Continuation Provisions requires payment of premium. If premium payment ceases or the Policy terminates, coverage ends.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage during a Military Leave of Absence may be continued for up to 8 weeks for cases of less than 50 lives and 12 weeks for cases of 50 lives or more.

► **Military Leave of Absence:** If You enter active military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Employers may request a longer continuation period for Employees entering full-time military duty.

Lay Off: If You are temporarily laid off by the Employer due to lack of work, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the layoff commenced. If the lay-off becomes permanent, this continuation will cease immediately.

Status Change: If You are:

- 1) employed by the Policyholder; and
- 2) no longer in an Eligible Class due to a reduction in the number of scheduled hours You work;

Your coverage (including Dependent Life coverage) may be continued until the last day of the third consecutive month after the month in which Your scheduled hours were reduced.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

This allows continuation of Life coverage for Employees with Hartford Group Disability Insurance who return to work but still meet the definition of disabled.

Continuation due to Sickness or Injury should always be included. In some states, Sickness or Injury continuation is required for a minimum of six months.

This is designed to support Federal FMLA law which requires Employers, with 50 Employees or more, to continue coverage for up to 12 weeks.

This allows continuation of coverage past the limiting age for Dependent Children who are disabled and meet other listed conditions.

This language reflects our Standard Waiver of Premium provision. We have numerous Life Insurance disability provisions available, some which offer coverage for employees who are Disabled after age 60.

- ▶ **Disability Insurance:** If You are working for the Policyholder and:
 - 1) are covered by; and
 - 2) meet the definition of disabled under;a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage (including Dependent Life coverage) may be continued for 12 month(s) after the month in which You became disabled, as defined in the Group Disability Insurance Policy.
- ▶ **Sickness or Injury:** If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:
 - 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
 - 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).
- ▶ **Family Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence terminates prior to the agreed upon date, this continuation will cease immediately.
- ▶ **Continuation for Dependent Child(ren) with Disabilities:** *Will coverage for Dependent Children with disabilities be continued?*
If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:
 - 1) age 19 or older; and
 - 2) disabled; and
 - 3) primarily dependent upon You for financial support;then Dependent Child(ren) coverage will not terminate solely due to age. However:
 - 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
 - 2) such Dependent Child(ren) must have become disabled before attaining age 19.

Coverage under The Policy will continue as long as:

 - 1) You remain insured;
 - 2) the child continues to meet the required conditions; and
 - 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Children will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.
- ▶ **Waiver of Premium:** *Does coverage continue if I am Disabled?*
Waiver of Premium is a provision which allows You to continue Your and Your Dependent's Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.
If You qualify for Waiver of Premium, the amount of continued coverage:
 - 1) will be the amount in force on the date You cease to be an Active Employee;
 - 2) will be subject to any reductions provided by The Policy; and
 - 3) will not increase.

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The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

These conditions represent our Standard Waiver of Premium provision.

Employees who become Disabled at age 60 or older, will not be covered under this provision. They may be covered for up to 12 months under the Sickness or Injury Continuation Provision.

Additional provisions are available.

If The Policy includes Portability, both Conversion and Portability may be available if Waiver of Premium is not approved.

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.

► **Eligible Coverages: *What coverages are eligible under this provision?***

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

► **Disabled: *What does Disabled mean?***

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

► **Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?***

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of premium ceases.

► However, if We deny Your application for Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependents.

► If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 months that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

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Benefits may still be payable if the Employee dies before Waiver of Premium is approved.	▶ Benefit Payable before Approval of Waiver of Premium: <i>What if I die or my Dependent dies before I qualify for Waiver of Premium?</i> If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided: <ol style="list-style-type: none"> 1) You were continuously Disabled; 2) the Disability lasted or would have lasted 9 months or more; and 3) premiums had been paid for coverage.
This describes when waiver will cease under our Standard Waiver of Premium provision.	▶ Waiver Ceases: <i>When will Waiver of Premium cease?</i> We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain [Normal Retirement Age] if Disabled prior to age 60.
This language is included when the Employer elects Waiver of both Employee and Dependent premium. Dependent coverage that is continued under Waiver of Premium, will terminate if the Policy terminates.	▶ We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date: <ol style="list-style-type: none"> 1) You die; 2) You no longer qualify for Waiver of Premium; 3) The Policy terminates; 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or 5) Your Dependent no longer meets the definition of Dependent.
When the Employee's coverage under Waiver of Premium ends, Conversion may be available. Portability is not available at this time.	▶ <i>What happens when Waiver of Premium ceases?</i> When the Waiver of Premium ceases: <ol style="list-style-type: none"> 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependents as long as premiums are paid when due; or 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependents if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.
Employees may still qualify for Waiver of Premium after the Policy terminates.	▶ Effect of Policy Termination: <i>What happens to the Waiver of Premium if The Policy terminates?</i> If The Policy terminates before You qualify for Waiver of Premium: <ol style="list-style-type: none"> 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and 2) You may still be approved for Waiver of Premium if You qualify.
Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.	▶ If The Policy terminates after You qualify for Waiver of Premium: <ol style="list-style-type: none"> 1) Your Dependent coverage will terminate; and 2) Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*
If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

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Our Suicide exclusion applies to elected increases in coverage, but not to benefit increases due solely to increases in Earnings.

This provision allows Employees and their Dependents to convert coverage to an individual policy if coverage, or a portion of coverage, terminates.

The amount which may be converted under these circumstances varies according to state law.

When coverage ends for other reasons, the full amount of terminating coverage may be converted.

A toll-free Conversion Quote Line is available for Employees to obtain information on the approximate cost of life conversion coverage.

The number is included in the Employer's Administration Manual.

► **Suicide:** *What benefit is payable if death is a result of suicide?*
If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 2 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This 2 year period includes the time group life insurance coverage was in force under the Prior Policy.

► **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*
If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependents may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:
1) the Accidental Death and Dismemberment Benefits; or
2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered;
under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) Coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

-
- 1) \$2,000; or
 - 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

► If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

► **Conversion:** *How do I convert my coverage or coverage for my Dependents?*
To convert Your coverage or coverage for Your Dependents, You must:
1) complete a Notice of Conversion Right form; and
2) have your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

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Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependents die before coverage is converted?*

We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of date coverage terminates; and
- 3) We receive Proof of Loss.

▶ If an individual dies within the Conversion Period and we receive Proof of Loss, a benefit can be paid, even if he or she never applied for Conversion.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

▶ If an employee Converts his or her coverage and Waiver of Premium is later approved, the Conversion policy can be surrendered and the premium will be refunded.

Accidental Death and Dismemberment Benefit: *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

▶ Covered losses can occur within 365 days of the accident.

Accidental Death and Dismemberment can also apply to Dependents.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

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This Loss Table indicates the percentage of Principal Sum payable for different types of accidental losses.

For Loss of:	Benefit:
Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye.	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*
If You sustain an Injury which results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Seat Belt and Air Bag Benefit adds additional protection when someone suffers a covered loss in a motor vehicle accident and he or she was strapped in a Seat Belt when the Air Bag inflated. Certain other requirements apply.

Police Report verification is required for the full Seat Belt benefit to be paid.

In order for the Air Bag benefit to be payable, the insured person must first qualify for the Seat Belt benefit.

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A Minimum Benefit will be paid if use of a Seat Belt cannot be verified.

► If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

This benefit applies if the insured person's Loss of life occurs outside the state or country of residence, and helps pay expenses for transportation and preparation of the body for burial or cremation.

► **Repatriation Benefit: *When is the Repatriation Benefit payable?***

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

These exclusions apply only to Accidental Death and Dismemberment coverage.

► **Exclusions: (applicable to Accidental Death and Dismemberment Benefit): *What losses are not covered?***

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony; or
- 7) Injury sustained while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

One or more of these items may be requested in a particular situation. ►

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability; and
 - c) the prognosis of Your Disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss:

- 1) with respect to the Life Insurance Benefits, should be sent within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits, must be sent within 90 day(s);

after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 day(s) after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefits will be paid in accordance with the life insurance Beneficiary Designation.

If there is no named beneficiary, we determine which of these parties to pay.

▶ If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving spouse; or
- 3) if Your spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

The Employee is always the beneficiary for Dependent Life coverage.

▶ We will pay the Life Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

When group life benefits of \$10,000 or more are payable to a single individual, an interest-bearing Safe Haven account is created for the beneficiary. Beneficiaries can write drafts from a minimum of \$250 to a maximum of the total account balance. There is no charge to Policyholders or beneficiaries for this service.

▶ If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

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We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

Claim Denial: *What notification will my Beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your Beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do my Beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment benefit(s).

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

COMM. # 31-09 Referred to Contracts Committee (February 1, 2010)

January 25, 2010

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and twenty copies of an Agreement between Medco Health Solutions, Inc and the City of Bridgeport to provide prescription drug benefits to covered employees and retirees of the City and Board of Education.

The term of the Agreement is from 10/1/08-12/31/2011.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of February 1, 2010.

Sincerely,


Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERKS OFFICE
10 JAN 26 AM 9:42
ATTEST
CITY CLERK

**INTEGRATED
PRESCRIPTION DRUG PROGRAM
AGREEMENT**

THIS AGREEMENT is entered into as of the 1st day of October, 2008 (the "Effective Date") between Medco Health Solutions, Inc. ("Medco"), located at 100 Parsons Pond Drive, Franklin Lakes, New Jersey 07417, through Systemed, a Medco business, and City of Bridgeport ("BRIDGEPORT"), located at 45 Lyon Terrace, Bridgeport, CT 06604.

WHEREAS, the Connecticut Public Sector Coalition (the "COALITION") issued a Request for Proposal for the provision of prescription drug benefit services for COALITION Members to be provided under separate agreements to be executed between the selected pharmacy benefit manager ("PBM") and each COALITION Member; and

WHEREAS, BRIDGEPORT provides for the payment of prescription drugs and related services for persons eligible to receive such benefits through affiliation with a group that has a contract or other arrangement in effect with BRIDGEPORT; and

WHEREAS, Medco, provides prescription drug benefits programs and, in connection therewith, has established networks of participating retail pharmacies and operates a system for the processing, fulfillment and payment of claims for prescription drugs furnished by such pharmacies; and

WHEREAS, Medco's Medco By Mail mail order pharmacy affiliates are licensed pharmacies which provide prescription drugs via a mail order service; and

WHEREAS, the COALITION desires to retain the services of Medco and its subsidiaries, including Medco Health, L.L.C., as applicable, on behalf of the COALITION Members to provide a prescription drug benefit program (the "Program") including, but not limited to, retail pharmacy, home delivery pharmacy and specialty drug pharmacy services for eligible persons, point-of-care, physician office communications and cost containment initiatives developed and implemented by Medco, which may include communications with prescribers, patients and/or participating pharmacies, and financial incentives to participating pharmacies for their participation in such initiatives (collectively, "PBM Services").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1. "AWP" means the average wholesale price of the Covered Drug, as set forth in the current price list of a nationally recognized source such as First DataBank's National Drug Data File if available, or other nationally recognized source determined by Medco. Under the Retail Pharmacy Program, AWP is based on the package size submitted, and for Compound Prescriptions is 1.25 times the AWP of the submitted Covered Drug. Under the Mail Order Pharmacy Program, AWP is based on package sizes of 100 units for capsules and tablets, 16 oz. quantities for liquids, and the manufacturer's smallest available package size for injectable Covered Drugs (or the next closest package size if such quantities or sizes are not available), and all other Covered Drugs will be priced as individual units or smallest package size available (e.g., per vial, per suppository, etc.). If First DataBank or other applicable source changes the methodology for calculating AWP or pricing for Covered Drugs in a way that changes the economics of the Program, the parties agree to modify the Program Pricing Terms to preserve the parties' relative economics before such changed methodology.

- 1.2. "Brand Name Drugs" means all single-sourced drugs and multisource brand drugs as set forth in First Databank's National Drug Data File (or such other nationally recognized source, as reasonably determined by Medco).
- 1.3. "Business Days" or "business days" means all days except Saturdays, Sundays, and holidays. All references to "day(s)" are to calendar days unless "business day" is specified.
- 1.4. "COALITION" means the Connecticut Public Sector Coalition. The parties recognize however that there is no such legal entity as the COALITION.
- 1.5. "COALITION Member" means each entity that participates in the COALITION, as mutually agreed between the COALITION and Medco.
- 1.6. "COALITION Participants" means all persons enrolled in the COALITION Program through a COALITION Member.
- 1.7. "COALITION Program" means the prescription drug program provided by Medco to COALITION Members, in aggregate, as set forth in the agreements between Medco and each COALITION Member.
- 1.8. "Compound Prescription" means a prescription that meets the following criteria: two or more solid, semi-solid or liquid ingredients, at least one of which is a Covered Drug, that are weighed or measured then prepared according to the prescriber's order and the pharmacist's art.
- 1.9. "Contract Quarter" means the full three (3) month period commencing on the Effective Date, and each full consecutive three (3) month period thereafter that this Agreement remains in effect.
- 1.10. "Contract Year" means the full twelve (12) month period commencing on the Effective Date, and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.
- 1.11. "Copayment" and/or "Coinsurance" means the amount to be paid by an Eligible Person for each prescription or authorized refill as determined in accordance with the Plan Design(s).
- 1.12. "Covered Drugs" means drugs which, under state or federal law, require a prescription, including Compound prescriptions. Excluded from Covered Drugs are (i) cosmetic drugs, (ii) appliances, devices, bandages, heat lamps, braces, splints, and artificial appliances, (iii) health and beauty aids, cosmetics and dietary supplements and (iv) OTC products ("Exclusions"). Additional Covered Drugs and Exclusions applicable to any individual Group will be designated by BRIDGEPORT in the applicable Plan Design.
- 1.13. "Dispensing Fee" means the amount payable by BRIDGEPORT pursuant to Sections 1, 2 or 3 of Schedule A of this Agreement for a Participating Pharmacy or Medco to dispense a prescription or authorized refill to an Eligible Person.
- 1.14. "Eligible Person" means each person who, through affiliation with a Group, is eligible for prescription drug benefits pursuant to this Agreement, and such person's qualified dependents.
- 1.15. "Generic Drug" means a multisource generic drug set forth in First Databank's National Drug Data File, or such other nationally recognized source, as reasonably determined by Medco that is available in sufficient supply from multiple manufacturers.
- 1.16. "Group" means a group of Eligible Persons that have the same Plan Design as designated by BRIDGEPORT.
- 1.17. "Integrated Program" means a program in which Eligible Persons enrolled in such program may have prescriptions dispensed either (i) by a Participating Pharmacy under the Retail Pharmacy Program or (ii) by Medco under the Mail Order Pharmacy Program. Reference to the Retail

All rights and interest for benefits other than Accidental Dismemberment can be absolutely assigned.

Generally, absolute assignment is the transfer of all of the employee's rights in an insurance policy to another party (assignee). Once assigned, this can't be reversed unless agreed to by the assignee.

Collateral assignments which involve the transfer of rights under a life insurance policy to a creditor to secure a loan, are not available.

In the absence of Insurance Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.
No statement made relating to Your Dependents being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

► **Assignment: Are there any rights of assignment?**

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

► You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: How does The Policy affect Workers' Compensation coverage?

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: How does the Company deal with fraud?

Insurance fraud occurs when You, Your Dependents and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or Your Employer perpetrate insurance fraud.

Misstatements: What happens if facts are misstated?

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

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DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

This definition is included if the definition of "Earnings" includes Commissions. Additional averaging periods are available.

► **Commissions** means the annual average of commissions You received from the Employer over:

- 1) the 2 year period immediately prior to an annual date mutually agreed upon by the Policyholder and Us; or
- 2) the total period of time You worked for the Employer, if less than the above period.

This applies to coverage which is paid for, in whole or in part, by the Employee.

► **Contributory Coverage** means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child(ren) means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage who:
 - a) live with You in a regular parent-child relationship; and
 - b) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 3) at least 15 days old but under age 19;
- 4) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

► Dependent Child also includes unmarried children who are age 19 or older and disabled, if primarily dependent upon the Employee for financial support. They must have become disabled before age 19.

Dependents do not include people who are in full-time military service.

► **Dependents** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent.

This is our standard definition. Additional Earnings definitions are available.

► **Earnings** means Your regular annual rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date You were last Actively at Work.

Although not standard, commissions may be included in the definition of Earnings.

► However, if You are an hourly paid Employee, Earnings means the product of:

- 1) the average number of hours You worked per year, not including overtime, over the most recent 2 year period immediately prior to the date You were last Actively at Work, multiplied by:
- 2) Your hourly wage in effect on the date immediately prior to the date You were last Actively at Work.

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Employer means the Policyholder.

Guaranteed Issue Amount means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Accidental Death and Dismemberment pays benefits when a covered person sustains an Injury which results in certain losses within 365 days. This defines what would and would not be considered an Injury.

► **Injury** means bodily injury resulting:
1) directly from an accident; and
2) independently of all other causes;
which occurs while You are covered under The Policy.

Loss resulting from:
1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2) medical or surgical treatment of a sickness or disease;
is not considered as resulting from Injury.

Motor Vehicle means a self-propelled, four (4) or more wheeled:
1) private passenger: car, station wagon, van or sport utility vehicle;
2) motor home or camper; or
3) pick-up truck;
not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

This applies to coverage which is paid for by the Employer.

► **Non-Contributory Coverage** means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

An individual's Normal Retirement Age depends on his or her year of birth.

► **Normal Retirement Age** means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Prior Policy means the group life insurance Policy carried by Your Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Related means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

This definition would be included if Retirees are covered under The Policy.

The definition may be revised to reflect the Employer's retirement policies.

Domestic Partner language may be included.

▶ **Retiree** means a former Employee of the Employer:

- 1) who has attained 55;
- 2) who has completed at least 10 years of active full-time or part-time service with the Employer;
- 3) who retired from the Employer immediately after the last day as an Active Employee.

▶ **Spouse** means Your spouse who is not legally separated or divorced from You.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this certificate is issued.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

OPTION - AD&D OPTION 1 PACKAGE

The Option 1 package includes:

- Child Education Benefit
- Day Care Benefit
- Rehabilitation Benefit
- Spouse Education Benefit
- Adaptive Home and Vehicle Benefit

This package is available in 2 versions; Option 1A and 1B. They contain the same benefits, but in Option 1B the benefit amounts are doubled.

The benefit amounts shown here are for Option 1A.

The Option 1 package applies only to employees.

If an Accidental Death benefit is payable following the employee's death, an additional annual education benefit is payable for each child who qualifies as a post-high school Student, for up to four years.

SCHEDULE OF INSURANCE

Additional Accidental Death and Dismemberment Benefits:

Child Education Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Day Care Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Rehabilitation Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 2.5%
Maximum Amount: \$2,500

Spouse Education Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Adaptive Home and Vehicle Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 2.5%
Maximum Amount: \$2,500

CHILD EDUCATION BENEFIT

Child Education Benefit: When is the Child Education Benefit payable?

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Child(ren).

This Benefit will be paid:

- 1) after We receive proof that your Child(ren) qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Child(ren):

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

A Minimum Benefit is payable if there is no child who qualifies as a Student.

▶ We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Student means Your Child(ren) who is covered on the date of Your death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child(ren) means Your unmarried child, stepchild, legally adopted child, child in the process of adoption who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

DAY CARE BENEFIT

If an Accidental Death benefit is payable following the employee's death, an additional Day Care benefit is payable for up to four years, for each child who is under age 7 and enrolled in a Day Care Program.

▶ **Day Care Benefit: When is the Day Care Benefit payable?**

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Children if such Child is under age 7 at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;

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- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If you die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

A Minimum Benefit is payable if no child qualifies for the Day Care Benefit.

▶ We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption who is less than age 7 and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

REHABILITATION BENEFIT

This benefit is paid to help cover expenses incurred for a Rehabilitation Program. It is intended to help the injured employee gain training to prepare for alternative work.

▶ **Rehabilitation Benefit:** *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one (1) year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

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Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

SPOUSE EDUCATION BENEFIT

If an Accidental Death benefit is payable following the employee's death, an additional Spouse Education benefit is available. This benefit provides the Employee's Spouse with coverage for Occupational Training expenses to help obtain an independent source of income.

► **Spouse Education Benefit: *When is the Spouse Education Benefit payable?***
If You sustain an Injury that results in a Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit if there is no surviving Spouse.

► If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

ADAPTIVE HOME AND VEHICLE BENEFIT

This benefit is paid so an injured employee who suffers a loss payable under the Accidental Death and Dismemberment benefit, can adapt his or her home or automobile to improve accessibility.

► **Adaptive Home and Vehicle Benefit: *When is the Adaptive Home and Vehicle Benefit payable?***
If You sustain an Injury that results in a Loss, other than a Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay, an additional Adaptive Home and Vehicle Benefit.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

to make the residence accessible and/or the private automobile drivable or rideable for him or her. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

- 1) such home alterations are:
 - a) made by a person or persons with experience in such alterations; and
 - b) recommended by a recognized organization associated with the Injury; and/or
- 2) such vehicle modifications are:
 - a) carried out by a person or persons with experience in such matters; and
 - b) approved by the Department of Motor Vehicles.

The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

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OPTION - AD&D OPTION 2 PACKAGE

The Option 2 package includes:

- Coma Benefit
- Critical Burn Benefit
- Therapeutic Counseling Benefit
- Felonious Assault Benefit

The Option 2 package applies only to employees.

SCHEDULE OF INSURANCE

Additional Accidental Death and Dismemberment Benefits:

Coma Benefit

Waiting Period: 30 Days

Maximum Amount: Combined Basic & Supplemental AD&D Principal Sum less all other AD&D payments under The Policy for the Injury

Critical Burn Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 5%
Maximum Amount: \$5,000

Therapeutic Counseling Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 5%
Maximum Amount: \$5,000

Felonious Assault Benefit

Percentage of Combined Basic & Supplemental AD&D Principal Sum: 10%
Maximum Amount: \$10,000

COMA BENEFIT

This benefit applies to injuries which result in a Coma. Once the waiting period is satisfied, a monthly benefit is provided as long as certain conditions are met.

Coma Benefit: *When is the Coma Benefit payable?*

If, as the result of an Injury, You :

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die.
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under the Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

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This benefit provides coverage for reconstructive surgery required as the result of a critical burn.

CRITICAL BURN BENEFIT

► **Critical Burn Benefit: When is the Critical Burn Benefit payable?**

If You are Critically Burned and require reconstructive surgery as determined by a Physician, We will pay a Critical Burn Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Benefit.

Critically Burned means You suffered burns which:

- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

THERAPEUTIC COUNSELING BENEFIT

► **Therapeutic Counseling Benefit: When is the Therapeutic Counseling Benefit payable?**

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year from the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage; or
- 3) the Maximum Amount for this Benefit.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

If an employee suffers a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, this benefit covers Therapeutic Counseling services to help cope with the Loss.

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Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

FELONIOUS ASSAULT BENEFIT

This benefit applies if the insured person sustains a Loss payable under the Accidental Death and Dismemberment Benefit which is the result of a violent or criminal act.

► **Felonious Assault Benefit: *When is the Felonious Assault Benefit payable?*** If You sustain an Injury that results in Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Percentage; or
- 2) the Maximum Amount for this Benefit.

Felonious Assault means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

This benefit is not payable if the act is committed by a member of the employee's family, household, or by a co-worker.

► The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:

- 1) a member of Your family;
- 2) a member of the household in which You live; or
- 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

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OPTION - AD&D COMMON CARRIER BENEFIT

This optional benefit can be sold with the Standard Package, with or without Option 1 and/or Option 2. When sold, it would be listed in the Schedule of Insurance.

The AD&D Benefit is doubled if Loss occurs while the insured person is on a Common Carrier.

► **Double Indemnity while On a Common Carrier Benefit:** *When is the Double Indemnity while On a Common Carrier Benefit payable?*
If the Injury occurs while You are On a Common Carrier, We will double the Principal Sum payable.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

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OPTION - LIVING BENEFIT OPTION (ACCELERATED BENEFIT)

There is no period of coverage required before an individual is eligible to request an acceleration.

The maximum age used for eligibility to accelerate coordinates with the Life Insurance disability provision selected by the Employer.

The Living Benefit Option can apply to Employees or to Employees and Dependents.

Following an acceleration of benefits, premium is no longer required for the accelerated amount.

An individual can request up to 80% of his or her Amount of Life Insurance to a maximum of \$500,000. The Hartford charges no administrative fees or expenses when an individual accelerates, nor are any future age reductions assumed before determining the amount to be paid.

When Waiver of Premium and Living Benefit Option are included in The Policy, the Employee will meet the definition of Disabled for Waiver of Premium when satisfactory proof of Terminal Illness is submitted.

The Employer may select a Terminal Illness definition of 6, 12, or 24 months.

Accelerated Benefit: *What is the benefit? This benefit is not available for Retirees.* In the event that You or Your Dependents are diagnosed as Terminally Ill while the Terminally Ill person is:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

▶ We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

▶ You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

▶ The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

▶ You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally Ill person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$20,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$16,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

▶ A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an Assignment of rights and interest with respect to Your or Your Dependent's Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

▶ **Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

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Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependents do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependents refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependents are diagnosed by a Physician as no longer Terminally Ill and:

- 1) return to an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) do not return to an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

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OPTION - PORTABILITY BENEFIT

Portability is available on Basic and/or Supplemental Life Insurance. It may apply to Employees only or to Employees and their Dependents.

Normal Retirement Age is a defined term and refers to Social Security Normal Retirement Age, which is based on year of birth.

No minimum duration of coverage under the active plan is required to become eligible for portability.

No Evidence of Insurability is required.

► **Portability Benefits: What is Portability?**

Portability is a provision which allows You and Your Dependents to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Life Insurance only.

► **Qualifying Events: What are Qualifying Events?**

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependents are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends;
- 4) He or she no longer meets the definition of Dependent. However a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

► **Electing Portability: How do I elect Portability?**

You may elect Portability for Your coverage after Your coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

► To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 day after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

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The full amount of terminating coverage may be continued subject to the following maximum amounts:

- \$250,000 for the Employee
- \$50,000 for Spouse
- \$10,000 for Children

Portability is not available when entering active military service.

An employee may not apply for both Waiver of Premium and Portability at the same time. However, if Waiver of Premium is denied the employee may be eligible to continue coverage under the Portability Benefit.

► **Limitations: What limitations apply to this benefit?**

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an Amount of Life Insurance which is less than \$5,000.

► Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

In addition Portability is not available if You or Your Dependents are entering active military service.

Effect of Portability on other Provisions: How does Portability affect other Provisions?

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium Provision; or
- 3) Continuation provisions;

under The Policy. However, If:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

► The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

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OPTION - ENRICHED PREMIUM

Under Enriched Premium Waiver, not only is premium waived and coverage continued if the Employee is Disabled prior to age 60, it also continues for five years if Disabled on or after age 60.

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

Waiver of Premium: Does coverage continue if I am Disabled?

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

► **Eligible Coverages: What coverages are eligible under this provision?**

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

► **Disabled: What does Disabled mean?**

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 4) education;
- 5) training; or
- 6) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

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<p>If The Policy includes Portability, both Conversion and Portability may be available if Waiver of Premium is not approved.</p>	<p>▶ However, if We deny Your application for Waiver of Premium, You may be eligible to:</p> <ol style="list-style-type: none"> 4) continue coverage under the Portability Benefit; or 5) convert coverage in accordance with the Conversion Right.
<p>This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.</p>	<p>▶ If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.</p>
<p>Benefits may still be payable if the Employee dies before Waiver of Premium is approved</p>	<p>Benefit Payable before Approval of Waiver of Premium: <i>What if I die before I qualify for Waiver of Premium?</i></p> <p>▶ If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:</p> <ol style="list-style-type: none"> 6) You were continuously Disabled; 7) the Disability lasted or would have lasted 9 month(s) or more; and 8) premiums had been paid for coverage.
<p>Under Enriched Premium Waiver, on the age when Disability begins determines the duration that premium is waived and coverage continues.</p>	<p>▶ Waiver Ceases: <i>When will Waiver of Premium cease?</i></p> <p>We will waive premium payments and continue Your coverage, while You remain Disabled, until:</p> <ol style="list-style-type: none"> 1) the date You attain Normal Retirement Age if Disabled prior to age 60; or 2) for five years, if You became Disabled on or after age 60.
<p>When the Employee's coverage under Waiver of Premium ends, Conversion may be available, however, Portability is not available at this time.</p>	<p><i>What happens when Waiver of Premium ceases?</i></p> <p>When the Waiver of Premium ceases:</p> <ol style="list-style-type: none"> 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself as long as premiums are paid when due; or 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.
<p>Employees may still qualify for Waiver of Premium after the Policy terminates.</p> <p>Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.</p>	<p>▶ Effect of Policy Termination: <i>What happens to the Waiver of Premium if The Policy terminates?</i></p> <p>If The Policy terminates before You qualify for Waiver of Premium:</p> <ol style="list-style-type: none"> 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and 2) You may still be approved for Waiver of Premium if You qualify. <p>If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.</p>

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OPTION - PREMIUM WAIVER TO NORMAL RETIREMENT AGE + DISABILITY EXTENSION

This provision provides Waiver of Premium if the Employee is Disabled before age 60 and Disability Extension if disabled on or after age 60.

Under Waiver of Premium coverage may be continued and premium is waived.

Under Disability Extension, coverage is continued with premium payment.

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

► **Waiver of Premium and Disability Extension: Does coverage continue if I am Disabled?**

If You become Disabled, You may qualify for Waiver of Premium or Disability Extension.

► To qualify for Waiver of Premium, You must be Disabled prior to age 60. If You qualify for Waiver of Premium, Your coverage will be continued while You are Disabled without payment of premium.

► To qualify for Disability Extension, You must be Disabled at age 60 or older but under Normal Retirement Age. If You qualify for the Disability Extension, You may continue Your Life Insurance coverage while You are Disabled provided the required premium payments are made.

If You qualify for either Waiver of Premium or Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

► **Eligible Coverages: What coverages are eligible under this provision?**

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

► **Disabled: What does Disabled mean?**

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

To qualify for Disability Extension You must:

- 1) be covered under The Policy when You become Disabled; and
- 2) provide Proof of Loss within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

If The Policy includes Portability, a choice between both Conversion and Portability may be available if Waiver of Premium is not approved.

▶ However, if We deny Your application for Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right.

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.

▶ If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved

▶ **Benefit Payable before Approval of Waiver of Premium: *What if I die before I qualify for Waiver of Premium?***

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 month(s) or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age, if Disabled prior to age 60.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Disability Extension Ceases: When will the Disability Extension cease?

We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid; or
- 3) You attain Normal Retirement Age

What happens when the Disability Extension ceases?

When the Disability Extension ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Employees may still qualify for Waiver of Premium after the Policy terminates.

► **Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?**

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

► **If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.**

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

OPTION - PREMIUM WAIVER TO NORMAL RETIREMENT AGE IF DISABLED BY NORMAL RETIREMENT AGE

This provision allows continued coverage without payment of premium, for Employees who become Disabled prior to Normal Retirement Age.

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

Waiver of Premium: Does coverage continue if I am Disabled?

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

► **Eligible Coverages: What coverages are eligible under this provision?**

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

► **Disabled: What does Disabled mean?**

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under Normal Retirement Age when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

If The Policy includes Portability, a choice between both Conversion and Portability may be available if Waiver of Premium is not approved.

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved

When the Employee's coverage under Waiver of Premium ends, Conversion may be available, however, Portability is not available at this time.

Employees may still qualify for Waiver of Premium after the Policy terminates.

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

▶ However, if We deny Your application for Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right.

▶ If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

▶ **Benefit Payable before Approval of Waiver of Premium: What if I die before I qualify for Waiver of Premium?**

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 month(s) or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: When will Waiver of Premium cease?

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age.

▶ **What happens when Waiver of Premium ceases?**

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

▶ **Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?**

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

▶ If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

OPTION - LIFETIME PREMIUM WAIVER IF DISABLED

This provision allows continued coverage without payment of premium, if the Employee is Disabled prior to age 60. Once approved, coverage can extend as long as the Employee remains disabled. There is no maximum age when coverage will end.

Waiver of Dependent Premium is not available with Lifetime Waiver of Premium.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

Waiver of Premium: Does coverage continue if I am Disabled?

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

► **Eligible Coverages: What coverages are eligible under this provision?**

This provision applies only to:

- 1) Your Basic Life Insurance; and
- 2) Your Supplemental Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount.

► **Disabled: What does Disabled mean?**

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

<p>If The Policy includes Portability, a choice between both Conversion and Portability may be available if Waiver of Premium is not approved.</p>	<p>▶ However, if We deny Your application for Waiver of Premium, You may be eligible to:</p> <ol style="list-style-type: none"> 1) continue coverage under the Portability Benefit; or 2) convert coverage in accordance with the Conversion Right.
<p>This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.</p>	<p>▶ If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.</p>
<p>Benefits may still be payable if the Employee dies before Waiver of Premium is approved</p>	<p>▶ Benefit Payable before Approval of Waiver of Premium: What if I die before I qualify for Waiver of Premium? If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:</p> <ol style="list-style-type: none"> 1) You were continuously Disabled; 2) the Disability lasted or would have lasted 9 month(s) or more; and 3) premiums had been paid for coverage.
<p>When the Employee's coverage under Waiver of Premium ends, Conversion may be available however, Portability is not available at this time.</p>	<p>Waiver Ceases: When will Waiver of Premium cease? We will waive premium payments and continue Your coverage, while You remain Disabled.</p> <p>▶ What happens when Waiver of Premium ceases? When the Waiver of Premium ceases:</p> <ol style="list-style-type: none"> 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself as long as premiums are paid when due; or 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.
<p>Employees may still qualify for Waiver of Premium after the Policy terminates.</p>	<p>▶ Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates? If The Policy terminates before You qualify for Waiver of Premium:</p> <ol style="list-style-type: none"> 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and 2) You may still be approved for Waiver of Premium if You qualify.
<p>Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.</p>	<p>▶ If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.</p>

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

OPTION - DISABILITY EXTENSION TO AGE 70

This provision allows Disabled employees to continued coverage with premium payment.

Disability Extension does not apply to Dependent Life coverage.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Disability Extension. The life expectancy durations in both benefits would match.

Disability Extension: Does coverage continue if I am Disabled?

If You become Disabled, You may qualify for Disability Extension. To qualify for Disability Extension, You must be Disabled prior to age 70. If You qualify for Disability Extension, You may continue Your Life Insurance coverage while You are Disabled provided the required premium payments are made.

If You qualify for Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: What coverages are eligible under this provision?

This provision applies only to:

- 1) Your Basic Life Insurance; and
- 2) Your Supplemental Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount.

Disabled: What does Disabled mean?

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Disability Extension You must:

- 1) be covered under The Policy when You become Disabled; and
- 2) provide Proof of Loss within one year of Your last day of work as an Active Employee.
- 3)

Disability Extension Ceases: When will the Disability Extension cease?

We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid; or
- 3) You attain age 70.
- 4)

What happens when the Disability Extension ceases?

When the Disability Extension ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

OPTION - EXTENDED DEATH BENEFIT

Extended Benefit Provision: Does coverage continue if I am Disabled?

The Extended Benefit provision allows for a continuation of Your life insurance:

- 1) while You are Disabled; and
- 2) without payment of premium.

We will pay the amount of continued coverage after We receive Proof of Loss if:

- 1) Your coverage under The Policy terminates while You are Disabled; and
- 2) Your death occurs:
 - a) before You are Normal Retirement Age; and
 - b) within the Extended Benefit Period; and
- 3) You are continuously Disabled from the date Your coverage terminates until the date You die.

The amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Coverage can be extended for a maximum of one year.

- The Extended Benefit Period begins on the date Your coverage ends and continues until the earlier of:
- 1) a period of time equal to the length of time You were covered; or
 - 2) one year.

Eligible Coverages: What coverages are eligible under this provision?

This provision applies only to Your Basic Life and Supplemental Life Insurance.

When Living Benefit Option is

included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Extended Death Benefit. The life expectancy durations in both benefits would match.

- **Disabled: What does Disabled mean?**
Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:
- 1) education;
 - 2) training; or
 - 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Available for Police and Fire Only

This provision pays an additional benefit if the employee dies due to an occupational death.

It is available only as employer paid.

Occupational Death Benefit can be sold as accident only (1), accident with specified disease (1,2,3,5), or accident with specified disease with extension for diagnosis (1-5)

The injury definition applies regardless of which occupational death benefit option is selected.

The Silicosis definition applies whenever specified disease is included.

Though this is a life benefit, these exclusions apply to the Occupational Death Benefit.

OPTION - Occupational Death Benefit - *(1)(2)(3)(5)*

Occupational Death Benefit: When is the Occupational Death Benefit payable?
If You suffer a Loss of life as the result of a Covered Occupational Death, We will pay an Occupational Death Benefit if Your Death:

- 1) occurred within 365 days after the date You were last Actively at Work; and
- 2) occurred while You were covered under The Policy.

- **Covered Occupational Death** means a death caused by or resulting from:
- 1) an Injury sustained during working hours as an employee of the employer, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from work;
 - 2) any disease or infection which arises out of the scope of active employment as an employee and to which you are not ordinarily exposed;
 - 3) cardiovascular, hypertension disease or Silicosis and You were treated by a Physician within 365 days after You were last Actively at Work;
 - 4) cardiovascular or hypertension disease if You were Actively at Work for 1 day or more and:
 - a. death occurs within 365 days after You were last Actively at Work;
 - b. were treated by a Physician after You were last Actively at Work and within 365 days of Your initial treatment.
 - 5) any disease of the lungs or respiratory tract or renal disease.

- **Injury** means bodily injury resulting:
- 1) directly from an accident; and
 - 2) independently of all other causes;
- which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
 - 2) medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

Silicosis means a disease of the lungs caused by breathing silica dust producing fibrous nodules, distributed through the lungs and demonstrated by x-ray or autopsy.

No benefit will be payable for any death for which benefits are payable under any individual insurance policy obtained by exercising Your Conversion Right or under the Portability provision.

The Occupational Death Benefit will not be payable if Your death is caused or contributed by:

- 1) war or act of war, whether declared or not;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) Injury sustained while committing or attempting to commit a felony; or
- 4) Voluntary use or consumption of any poison, chemical compound or drug, including but not limited to prescribed medications, unless as prescribed by or administered by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Note: This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchase.

Pharmacy Program and/or Mail Order Pharmacy Program herein will include services performed by Medco for Eligible Persons enrolled in the Integrated Program.

- 1.18 "MAC" or the "Maximum Allowable Cost" consists of a list of off-patent drugs subject to maximum allowable cost payment schedules developed or selected by Medco. The payment schedules specify the maximum unit ingredient cost payable by BRIDGEPORT for drugs on the MAC list. The MAC list and payment schedules are frequently updated.
- 1.19 "Mail Order Pharmacy Program" means the program described in Section 4 in which Eligible Persons may submit a prescription along with the applicable Copayment/Coinsurance to Medco for dispensing via mail order.
- 1.20 "Minimum Enrollment" means an enrollment of not less than 7,000 Primary Eligible Participants under the Program.
- 1.21 "Participating Pharmacy" means a retail pharmacy that has entered into an arrangement with Medco that specifies the terms and conditions of the pharmacy's participation, including the rates that Medco will pay the pharmacy to participate in Medco's retail network(s) servicing BRIDGEPORT's Program including the rates that Medco will pay the pharmacy.
- 1.22 "Plan Design" means Program drug coverage, days supply limitation, Copayment/Coinsurance, Formulary (including Formulary drug selection and relative cost indication) and other Program specifications applicable to the Program designated by BRIDGEPORT as set forth in this Agreement or otherwise documented between the parties.
- 1.23 "Primary Eligible Participant" means each Eligible Person, excluding Eligible Persons who are qualified dependents.
- 1.24 "Program Pricing Terms" means the (i) financial or pricing terms, allowances and guarantees set forth in Schedule A of this Agreement, and (ii) performance standards and penalties set forth in Section 5 of this Agreement.
- 1.25 "Retail Pharmacy Program" means the program described in Section 3 in which Eligible Persons may purchase Covered Drugs from a Participating Pharmacy upon verification of Program eligibility and payment of the applicable Copayment/Coinsurance, and the claim is submitted by the Participating Pharmacy to Medco for payment in accordance with this agreement and the applicable Medco Participating Pharmacy agreement.
- 1.26 "Specialty Drugs" means pharmaceutical products that are generally biotechnological in nature, with many requiring injection or non-oral methods of administration, and that may have special shipping or handling requirements. Some of the disease categories currently in Medco's specialty pharmacy programs include cancer, multiple sclerosis, hepatitis C, rheumatoid arthritis, cystic fibrosis, infertility, RSV prophylaxis, Gaucher disease, growth hormone deficiency, hemophilia and immune deficiency.
- 1.27 "TelePAIDSM System" or "TelePAID[®]" means Medco's real time, on-line system for adjudicating prescription drug claims submitted by retail pharmacies.

2. BRIDGEPORT FURNISHED INFORMATION

BRIDGEPORT will continue to promptly furnish, in a format acceptable to Medco, all information necessary for Medco to render the services set forth herein. Such information will include, but is not limited to:

- 2.1. A file of Eligible Persons, and subsequent timely additions and deletions to such file as changes occur. BRIDGEPORT will pay for any Covered Drug dispensed to a person reported by

BRIDGEPORT as no longer an Eligible Person, if such notification is not received by Medco at least two (2) full business days prior to the dispensing date of such prescription.

- 2.2. Designation, in writing, of those Plan Design features to be determined by BRIDGEPORT.
- 2.3. The reimbursement terms applicable to direct reimbursement claims submitted by Eligible Persons under the Retail Pharmacy Program.
- 2.4. The type, number, and description of Medco identification cards ("Identification Cards") required under the Retail Pharmacy Program.

3. RETAIL PHARMACY PROGRAM

The specific features of the Retail Pharmacy Program are as follows:

- 3.1. Program Coverage - The Program coverage (Covered Drugs/exclusions) and days supply limitation covered under the Retail Pharmacy Program will be as designated by BRIDGEPORT. Up to a thirty (30) day supply of Covered Drugs per prescription or refill may be dispensed under the Retail Pharmacy Program.
- 3.2. Participating Pharmacy Networks - Medco will maintain a Participating Pharmacy Network reasonably necessary to provide services under the Retail Pharmacy Program. Medco will have the responsibility to contract with Participating Pharmacies. Medco will be responsible for any amounts that it owes to Participating Pharmacies that exceeds the reimbursement it receives from BRIDGEPORT as specified in Section 1 of Schedule A. Medco will retain any reimbursement that it receives from BRIDGEPORT as specified in Section 1 of Schedule A that is in excess of the amounts it is obligated to pay to Participating Pharmacies.
- 3.3. Identification Cards - Medco will (i) produce identification cards for those Eligible Persons designated by BRIDGEPORT, with an accompanying explanatory brochure, and (ii) make direct reimbursement claim forms available through the www.medco.com internet site for use by Eligible Persons who have not received their Identification Cards, or have had them lost or stolen. Medco will distribute Identification Cards and claim forms to the designated Eligible Persons unless otherwise designated by the BRIDGEPORT. All postage costs associated with distributing and/or mailing such materials are the responsibility of BRIDGEPORT.
- 3.4. Claim Adjudication - Medco will adjudicate claims for prescription drug benefits in accordance with Medco's TelePAID System and the applicable Plan Design. Disapproved claims will be transmitted via TelePAID to the submitting pharmacy with a brief explanation of the cause or causes for disapproval. Should BRIDGEPORT determine that a previously disapproved claim should be approved, and so direct Medco, adjudication of the claim will be accomplished promptly by Medco. Medco is obligated to pay Participating Pharmacies for all claims adjudicated through the TelePAID System. BRIDGEPORT will pay Medco for these claims pursuant to Schedule A, Section 1. Medco will promptly refer to BRIDGEPORT all non-routine inquiries by insurance departments, attorneys, claimants, or other persons following the denial of any claims.
- 3.5. Administrative Services - Medco will provide, as applicable, the Base Administrative Services and the Additional Administrative Services set forth in Schedule A.
- 3.6. Pricing - The Program Pricing Terms applicable to the Retail Pharmacy Program are set forth in Schedule A, in addition to the performance standards and penalties set forth in Section 5, and the Formulary Program as set forth in Section 6.

4. MAIL ORDER PHARMACY PROGRAM

4.1. Program Coverage

- 4.1.1. The Program coverage (Covered Drugs/Exclusions) and days supply limitation under the Mail Order Pharmacy Program will be as designated by BRIDGEPORT in the applicable Plan Design.
- 4.1.2. Medco's mail order pharmacies will not be required to dispense prescriptions for greater than a ninety (90) day supply of Covered Drugs per prescription or refill, subject to the professional judgment of the dispensing pharmacist, limitations imposed on controlled substances and manufacturer's recommendations. Prescriptions may be refilled providing the prescription so states. Prescriptions will not be filled (i) more than twelve (12) months after issuance, (ii) more than six (6) months after issuance for controlled drug substances, or (iii) if prohibited by applicable law or regulation.

4.2. Dispensing Procedures

- 4.2.1. Medco's mail order pharmacies will dispense Covered Drugs to Eligible Persons, and dispense generic drugs when authorized, in accordance with (i) applicable law and regulations in the state in which Medco's mail order pharmacy is located, and (ii) the terms of this Agreement and Plan Design(s). Any prescriptions that are not dispensed will be returned to the applicable Eligible Person with an explanation as to why it could not be dispensed in accordance with Medco's standard operating procedures.
- 4.2.2. All matters pertaining to the dispensing of Covered Drugs or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.
- 4.2.3. Any drug which cannot be dispensed in accordance with Medco's mail order pharmacy dispensing protocols or which requires special record-keeping procedures, may be excluded from coverage by Medco.

- 4.3. Claim Adjudication - Medco will adjudicate and pay approved claims for prescription drug benefits in accordance with Medco's TelePAID System and the applicable Plan Design. Should BRIDGEPORT determine that a previously disapproved claim should be approved, and so direct Medco, adjudication of the claim will be accomplished promptly by Medco. BRIDGEPORT will pay Medco for claim adjudication through the TelePAID System, pursuant to Schedule A, Section 2. Medco will promptly refer to BRIDGEPORT all non-routine inquiries by insurance department attorneys, claimants, or other persons following the denial of any claims.

- 4.4. Pricing - The program pricing Terms applicable to the Mail Order Pharmacy Program are set forth in Schedule A in addition to the performance standards and penalties set forth in Section 5 and the Pharmacy Program set forth in Section 6. Medco will have the responsibility to contract with drug wholesalers and manufacturers regarding Medco's purchase of drugs that are dispensed by it under the Mail Order Pharmacy Program. Medco will be responsible for any amounts that it owes drug wholesalers or manufacturers that exceeds the amounts it charges and receives from BRIDGEPORT or Eligible Persons, as specified in Section 1 of Schedule A. Medco will retain any payment that it receives from BRIDGEPORT or Eligible Persons as specified in Section 2 of Schedule A that is in excess of the amounts it is obligated to pay to drug wholesalers or manufacturers for the purchase of such drugs that are dispensed under the Mail Order Pharmacy Program.

5. PERFORMANCE STANDARDS AND PENALTIES

- 5.1. The following performance standards will apply during the Initial Term of this Agreement:

- 5.1.1. The *TelePAID* System Availability Rate for each Contract Year will be 99.5% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that the *TelePAID* System Availability Rate averages less than 99.5% for a Contract Year. "*TelePAID* System Availability Rate" means the percentage of normal operating hours that the *TelePAID* System is operational, excluding scheduled maintenance time, measured on an annual basis.
- 5.1.2. The Dispensing Accuracy Rate for each Contract Year will be 99.99% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that the Dispensing Accuracy Rate is less than 99.99% for a Contract Year. "Dispensing Accuracy Rate" means (i) the number of all mail order pharmacy prescriptions dispensed by Medco in a Contract Year less the number of those prescriptions dispensed by Medco in such Contract Year which are reported to Medco and verified by Medco as having been dispensed with the incorrect drug or strength, divided by (ii) the number of all mail order pharmacy prescriptions dispensed by Medco in such Contract Year.
- 5.1.3. Medco will dispense all Non-Protocol Prescriptions received each Contract Year under the Mail Order Pharmacy Program within an average of two (2) business days following receipt. All other Mail Order Pharmacy Program prescriptions received each Contract Year will be dispensed within an average of four business days following receipt by Medco. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that Medco fails to meet either one of these dispensing time period standards. Section 5.1.3 is subject to a maximum penalty of 10% of the total amount at risk per Contract Year. "Non-Protocol Prescriptions" means Mail Order Pharmacy Program prescriptions for Covered Drugs received by Medco that are in stock and which do not require physician or patient contact or other non-standard procedures prior to dispensing by Medco.
- 5.1.4. Prescription Drug Plan reporting package will be made available online to BRIDGEPORT within thirty (30) business days of the end of the billing cycle that includes the last calendar day of the reporting quarter for quarterly reports. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each report series which is not made available within the applicable time periods, subject to a maximum penalty of 10% of the total amount at risk per Contract Year.
- 5.1.5. At least 95% of all Maintenance Identification Cards issued by Medco each Contract Year will be mailed within an average of four (4) business days following Medco's receipt and date of a processable eligibility tape or transmission identifying the applicable Eligible Person(s). BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Maintenance Identification Cards" means new Identification Cards issued to individuals who first become Eligible Persons after the Effective Date (exclusive of new Groups or Group re-enrollments) and replacement Identification Cards for Eligible Persons who have lost or had their Identification Cards stolen.
- 5.1.6. Processable maintenance eligibility transactions received by Medco via host to host, tape or floppy disc before 12:00 p.m. E.T. on any business day will be processed by Medco within an average of two (2) business days of receipt each Contract Year. BRIDGEPORT may assess a penalty against Medco in the amount of \$100 for each processable host to host, tape or floppy disc not processed by Medco within this time period, subject to a maximum penalty of 0% of the total amount at risk per Contract Year.
- 5.1.7. Medco will respond to at least 95% of written inquiries received each Contract Year from an Eligible Person which requires a response (excluding appeals under Section 14.8)

within an average of five (5) business days following receipt and 100% within ten (10) business days. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis.

5.1.8. Medco will make available a toll-free member service telephone line for use by Eligible Persons. The target Average Speed of Answer ("ASA") of the member service telephone line each Contract Year will be thirty (30) seconds or less from the time the Eligible Person selects either the IVRU (Interactive Voice Response Unit) option or Member Service Representative option. This ASA standard excludes calls to the toll-free telephone line separately established for Specialty Drugs. BRIDGEPORT may assess a penalty against Medco for failure to meet this standard in the amount of 10% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis.

5.1.9. The Telephone Abandonment Rate of the member service telephone line will be 5% or less of all incoming calls received during each Contract Year. This standard excludes calls to the toll-free telephone line separately established for Specialty Drugs. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Telephone Abandonment Rate" means (i) the number of incoming telephone calls received by the customer service telephone line during a Contract Year which are abandoned by the caller after a selection is made either to the IVRU (Interactive Voice Response Unit) system or a Member Services Representative, divided by (ii) the total number of incoming telephone calls received by the customer service telephone line during such Contract Year.

5.1.10. Medco will respond to (process a claim or request for notice) at least 97% of direct reimbursement paper claims received at the address designated by Medco for such claims each Contract Year from Eligible Persons within an average of five (5) business days following receipt, and all claims will be responded to within ten (10) business days (response means either check or check subject notice has been mailed). BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this rate is not met measured on a Contract Year basis. This Section 5.1.10 is subject to a maximum penalty of 5% of the total amount at risk per Contract Year.

5.1.11. The Claims Adjudication Accuracy Rate for each Contract Year will be 98.5% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Claims Adjudication Accuracy Rate" means (i) the number of retail claims, mail order claims and directly submitted paper claims, adjudicated by Medco in a Contract Year that do not contain a material adjudication error, divided by (ii) the number of all such claims adjudicated by Medco in such Contract Year.

5.1.12. The Member Satisfaction Rate for each Contract Year will be 90% or greater. A penalty of 5% of the total amount at risk per Contract Year may be assessed against Medco for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to Medco's annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; BRIDGEPORT must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the performance standard in this Section 5.1.12 to be applicable.

5.1.13. BRIDGEPORT may assess a penalty in the amount of 5% of the total amount at risk if, three (3) months after the Effective Date, those BRIDGEPORT employees who are

members of the BRIDGEPORT Program implementation team do not rate Medco's performance in implementing the Program an average of 3 or better on a scale of 1 to 5 (5 being the best), provided BRIDGEPORT and any applicable third party has fully complied with all BRIDGEPORT implementation requirements established pursuant to this Section 5.1.13.

5.1.14. BRIDGEPORT may assess a penalty in the amount of 5% of the total amount at risk per Contract Year if, after the first Contract Year and each successive Contract Year, those BRIDGEPORT employees who are members of the BRIDGEPORT benefits staff do not rate the Medco account team's performance for such Contract Year an average of 3 or better on a scale of 1 to 5 (5 being the best) based on a range of performance criteria agreed to between BRIDGEPORT and Medco at the beginning of such Contract Year. Additional BRIDGEPORT staff members may be included in the survey at the request of Medco.

5.2. Notwithstanding anything to the contrary, Medco's maximum liability under this Section 5 for any Contract Year will not exceed \$20.00 per Primary Eligible Participant with more than 20% of the total amount at risk on any one guarantee during such Contract Year.

5.3. BRIDGEPORT will give Medco written notice pursuant to Section 5.1.4 of the agreement of any facts giving rise to BRIDGEPORT's right to assess a penalty against Medco pursuant to Section 5.1 above, within thirty (30) business days after BRIDGEPORT becomes aware of such fact, and within thirty (30) days thereafter, of BRIDGEPORT's election to assess such penalty against Medco. Any penalties assessed against Medco pursuant to this Agreement, will be credited against future billings to BRIDGEPORT under the BRIDGEPORT Program in accordance with Medco's standard procedures.

6. FORMULARY

BRIDGEPORT will be a participating plan sponsor in Medco's *Preferred Prescriptions* Formulary as set forth below for the term of this Agreement. BRIDGEPORT will provide Medco with advance notice of each Group that will participate in the *Preferred Prescriptions* Formulary.

6.1. **Preferred Prescriptions Formulary** - The *Preferred Prescriptions* Formulary is a prescription drug formulary administered by Medco which lists FDA approved drugs that have been evaluated for inclusion on the *Preferred Prescriptions* Formulary. The drugs included on the *Preferred Prescriptions* Formulary will be modified by Medco from time to time as a result of factors including but not limited to medical appropriateness, manufacturer rebate arrangements, and patent expirations. Medco will implement Medco's formulary management programs, which may include cost containment initiatives, therapeutic interchange programs, communications with Eligible Persons, Participating Pharmacies and/or physicians (including communications regarding generic substitution programs), and financial incentives to Participating Pharmacies for their participation. Compliance with the *Preferred Prescriptions* Formulary and Medco's formulary management program will result in Formulary Rebates as set forth below. Medco reserves the right to modify or replace the *Preferred Prescriptions* Formulary (including any modification or replacement, the "Formulary") and formulary compliance methods and cost containment initiatives consistent with good pharmacy practice. BRIDGEPORT agrees that Medco will be the exclusive formulary administrator for BRIDGEPORT's prescription drug benefit programs during the term of the Agreement. BRIDGEPORT is authorized to use the Formulary only for its own Eligible Persons and only as long as the Program is in effect and administered by Medco.

6.2. **Rebates** - Medco and its subsidiaries receive formulary rebates from certain drug manufacturers as a result of the inclusion of those manufacturers' branded products on the Formulary ("Formulary Rebates"). Medco also receives additional rebates and/or fees from certain manufacturers for such products, which may take into account various factors, including the

utilization of certain drugs within their respective therapeutic categories for Medco's book of business in aggregate as a result of various commitments, services, and programs including, but not limited to, formularies, but excluding payments or fees from certain manufacturers related to drug-specific dispensing, shipping, and handling and other commitments, services and programs associated with Specialty Drugs dispensed by Medco ("Additional Rebates and Fees") Medco will provide BRIDGEPORT with the greater of (i) 100% of the Total Rebates received by Medco based on the dispensing of each manufacturer's formulary drugs under BRIDGEPORT's Program, less a Formulary management fee equal to 30% of the Total Rebates received by Medco under the Program or (ii) the Guaranteed Rebates (as defined below) less a Formulary management fee equal to 30% of the Guaranteed Rebates. This management fee will be retained by Medco under the Program. Total Rebates will be credited against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each calendar quarter. Provided BRIDGEPORT has executed this Agreement. Total Rebates due BRIDGEPORT under this Agreement that are received by Medco within eighteen (18) months after termination or expiration of this Agreement will be paid to BRIDGEPORT. Total Rebates received thereafter will be retained by Medco. If the COALITION increased to 40,00 Primary Eligible Participants or more, the formulary management fee will be decreased to 20%.

6.3. **Guaranteed Rebates** - After each Contract Year during the Initial Term BRIDGEPORT participates in the Formulary, Medco will calculate BRIDGEPORT's Total Rebates during such Contract Year. Provided BRIDGEPORT complies fully with the Formulary and with the Formulary management programs implemented by Medco, Medco will provide BRIDGEPORT with the following Guaranteed Rebates:

(a) For Groups with Open Plan Designs: If BRIDGEPORT'S percentage share of Total Rebates for any Contract Year during the Initial Term are less than the sum of (i) \$14.51 for the 1st contract Year, \$15.50 for the 2nd Contract Year and \$16.00 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Retail Pharmacy Program during such Contract Year, plus (ii) \$38.28 for the 1st Contract Year and \$41.02 for the 2nd Contract Year and \$40.08 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Mail Order Pharmacy Program during the same Contract Year (collectively the "Guaranteed Rebates"), Medco will credit such difference against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each Contract Year. The Guaranteed Formulary Rebates are contingent upon BRIDGEPORT implementing a three tier formulary whose differential in copayment or its reasonably equivalent value for coinsurance between formulary and non-formulary drugs is not less than \$5.00.

(b) For Groups with Incentive Plan Designs: If BRIDGEPORT'S percentage share of Total Rebates for any Contract Year during the Initial Term are less than the sum of (i) \$15.83 for the 1st contract Year, \$16.93 for the 2nd Contract Year and \$18.24 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Retail Pharmacy Program during such Contract Year, plus (ii) \$40.01 for the 1st Contract Year and \$41.00 for the 2nd Contract Year and \$46.04 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Mail Order Pharmacy Program during the same Contract Year (collectively the "Guaranteed Rebates"), Medco will credit such difference against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each Contract Year. The Guaranteed Formulary Rebates are contingent upon BRIDGEPORT implementing a three tier formulary whose differential in copayment or its reasonably equivalent value for coinsurance between formulary and non-formulary drugs is not less than \$15.00.

(c) If the COALITION increased to 40,000 Primary Eligible Participants or more, the following Guaranteed Rebates apply:

(i) For Groups with Open Plan Designs: If BRIDGEPORT'S percentage share of Total Rebates for any Contract Year during the Initial Term are less than the sum of (i) \$15.23 for the 1st

contract Year, \$16.27 for the 2nd Contract Year and \$17.51 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Retail Pharmacy Program during such Contract Year, plus (ii) \$40.19 for the 1st Contract Year and \$43.06 for the 2nd Contract Year and \$46.28 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Mail Order Pharmacy Program during the same Contract Year (collectively the "Guaranteed Rebates"), Medco will credit such difference against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each Contract Year. The Guaranteed Formulary Rebates are contingent upon BRIDGEPORT implementing a three tier formulary whose differential in copayment or its reasonably equivalent value for coinsurance between formulary and non-formulary drugs is not less than \$15.00.

(ii) For Groups with Incentive Plan Designs: If BRIDGEPORT'S percentage share of Total Rebates for any Contract Year during the Initial Term are less than the sum of (i) \$16.62 for the 1st contract Year, \$17.78 for the 2nd Contract Year and \$19.15 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Retail Pharmacy Program during such Contract Year, plus (ii) \$42.51 for the 1st Contract Year and \$45.00 for the 2nd Contract Year and \$48.34 for the 3rd Contract Year times the total number of Brand Name Drug prescriptions billed and paid for under BRIDGEPORT's Mail Order Pharmacy Program during the same Contract Year (collectively the "Guaranteed Rebates"), Medco will credit such difference against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each Contract Year. The Guaranteed Formulary Rebates are contingent upon BRIDGEPORT implementing a three tier formulary whose differential in copayment or its reasonably equivalent value for coinsurance between formulary and non-formulary drugs is not less than \$15.00.

- 6.4. If a government action, change in law or regulation, change in the interpretation of law or regulation or action by any drug manufacturer or BRIDGEPORT has an adverse effect on the availability of Total Rebates or the Program Pricing Terms, Medco may modify, as reasonably applicable, the Total Rebates due BRIDGEPORT or the Guaranteed Rebates or the Program Pricing Terms to the extent of the change and upon written notice to BRIDGEPORT.
- 6.5. Any lines of BRIDGEPORT's business or any Group of Eligible Persons, for which BRIDGEPORT funds less than 50% of the costs of Covered Drugs under the Plan Design will not be entitled to Formulary Rebates and Additional Rebates and Fees. Calculations and guarantees under Sections 6.2 and 6.3 will not include prescriptions dispensed for any such lines of business or Groups.

7. BILLING/PAYMENT

- 7.1. Medco will provide BRIDGEPORT with a bi-weekly consolidated invoice for services provided by Medco under the Program, in accordance with the Program Pricing set forth in Schedule A. All invoices will be paid in full by BRIDGEPORT within two (2) business days of receipt by wire transfer, electronic debit, or other method approved by Medco in writing.
- 7.2. BRIDGEPORT will pay Medco for administrative products and services provided by Medco under the Program in accordance with the Administrative Fee provisions set forth in Schedule A. Medco will provide BRIDGEPORT with an Administrative Fee invoice in accordance with Medco's four (4) week Administrative Fee cycle. BRIDGEPORT will pay Administrative Fee invoices in full within fifteen (15) days of the invoice date.
- 7.3. Subject to review of audited financial statements and/or whether payments due to Participating Pharmacies for Covered Drugs under this Agreement become subject to prompt payment related legislation or regulation, BRIDGEPORT may be required to pay a deposit in an amount to be reasonably determined by Medco, which amount may be periodically modified by Medco based on BRIDGEPORT's actual claims experience and enrollment. This deposit may be used by

Medco to offset the failure by BRIDGEPORT, for any reason, to make any payments pursuant to the terms of this Agreement and/or to make payments due in accordance with prompt payment legislation or regulation prior to Medco's billing and receipt of BRIDGEPORT's payment due under Section 7.1, and does not, in any way, limit other remedies available to Medco. The deposit, to the extent not utilized to offset any payment default by BRIDGEPORT under this Agreement, will be returned, without interest, to BRIDGEPORT within the greater of one hundred eighty (180) days following termination of this Agreement or following any agreed upon date for extended services.

- 7.4. Failure by BRIDGEPORT to make any payments in accordance with the terms of this Agreement will constitute a payment default. Notwithstanding Section 10.1 of this Agreement, if BRIDGEPORT fails to cure any such payment default within two (2) days, in addition to other available remedies, Medco may cease performing any or all of its obligations under, or may terminate this Agreement upon notice to BRIDGEPORT. After the two (2) day grace period, there will be a late payment fee of 1% per month on the balance due, accruing as of the due date. BRIDGEPORT will reimburse Medco for all collection costs incurred by Medco as a result of any payment default by BRIDGEPORT under this Agreement.

8. RECORDS

- 8.1. Medco will maintain all claims records relating to services performed under this Agreement as required by applicable law. Such claims records will be in their original form, on microfilm, microfiche or other form determined by Medco. BRIDGEPORT claims records may be audited by BRIDGEPORT or its representative, reasonably acceptable to Medco and subject to execution of a confidentiality agreement for a maximum period of twenty-four (24) months prior to the agreed upon audit date at no cost. BRIDGEPORT may conduct an audit once annually upon adequate prior written notice, during regular business hours from January through September on an agreed upon date. Subject to Section 9.3, Medco may retain copies of such claims records for its own use. If an error is found during the audit and the error is a pricing error which would affect the entire Coalition, PBM will correct the pricing error for all Coalition companies through Medco's Mass Adjustment process. For non-pricing errors, the BRIDGEPORT will work with Account Management to review any non-pricing errors. The Account Team and BRIDGEPORT will work together to correct such non-pricing errors. In addition, the Account Team will review the Coalition for similar non-pricing errors and work with each BRIDGEPORT to correct same.
- 8.2. Any audit of pharmaceutical agreements with pharmaceutical manufacturers may be conducted by a top 100 public accounting firm reasonably acceptable to Medco whose audit department is a separate stand alone function of its business and that carries insurance for professional malpractice of at least \$1,000,000. The audit will include only those portions of the pharmaceutical manufacturer agreements necessary to determine Medco's compliance with Section 6 above in respect to Total Rebate. The audit may be conducted once annually from January through September, at Medco's office as scheduled by agreement of the parties, but not sooner than ninety (90) days after execution of a confidentiality agreement.
- 8.3. Any auditor performing an audit under Section 8 above will be required to warrant and represent that he is not providing services to any person, company, or other entity (such as plan BRIDGEPORTs and law firms) in connection with any lawsuit, investigation, or other proceeding that is currently pending or contemplated against Medco. Such services include, but are not limited to (a) examining pharmacy claims or any other data, documents, information or materials or (b) providing advice, analysis, assessments, and/or opinions as a disclosed or undisclosed expert or consultant (collectively "Litigation Services"), in connection with any lawsuit, investigation, or other proceeding pending or contemplated against Medco. The auditor must agree that, for a period of six (6) year after completion of the audit, it will not provide Litigation Services in any lawsuit, investigation, or other proceeding brought against Medco, except for Litigation Services to BRIDGEPORT in any proceeding against Medco.

8.4. Upon request, BRIDGEPORT will furnish its most recent audited financial statement to Medco.

9. CONFIDENTIAL INFORMATION

9.1. Subject to the Freedom of Information Act, the Confidential Information of a party (the "disclosing party") which is disclosed to the other party (the "receiving party") will be held by the receiving party in strictest confidence at all times and will not be used by the receiving party (or its affiliates, employees, officers, directors or limited liability company managers ("Representatives")) for any purpose not previously authorized by the disclosing party, except as necessary for Medco to perform the services under this Agreement. The Confidential Information of the disclosing party will not be disclosed or divulged by the receiving party to anyone, except with the prior written permission of the disclosing party and on the condition that the party to whom the Confidential Information is disclosed agrees in writing in advance to be bound by these terms and conditions. The receiving party may disclose the Confidential Information to those of its Representatives who need to review the Confidential Information for the purposes authorized by the disclosing party but only after the receiving party has informed them of the confidential nature of the Confidential Information and directs them to treat the Confidential Information in accordance with the terms of this Agreement. The disclosing party retains all right, title and interest in and to its Confidential Information.

The term "Confidential Information" includes, but is not limited to, any information of either the receiving or disclosing party (whether oral or written, visual or fixed in any tangible medium of expression), relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, cost and pricing data, trade secrets, know-how, processes, plans, reports, designs and any other information of or relating to either party's business, including therapeutic, disease management, and health education programs, but does not include information which (a) was known to the receiving party before it was disclosed to the receiving party by the disclosing party, (b) was or becomes available to the receiving party from a source other than the disclosing party, provided such fact is evidenced in writing and the source is not bound by a confidentiality obligation to the disclosing party, or (c) is developed by the receiving party independently of the disclosing party's Confidential Information, provided that such fact can be documented. Each party will also keep the terms of this Agreement confidential as Confidential Information, except as required by law or regulation.

If the receiving party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand, any informal or formal investigation by any government or governmental agency or authority, law or regulation, or otherwise) to disclose any of the Confidential Information, the receiving party will notify the disclosing party promptly in writing so that the disclosing party may seek a protective order or other appropriate remedy, or, in its sole discretion, waive compliance with the terms of this Agreement. If the receiving party agrees not to oppose any action by the disclosing party to obtain a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party will furnish only that portion of the Confidential Information which it is advised by counsel is legally required and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

9.2. BRIDGEPORT and Medco may not utilize the service marks, trademarks, or tradenames of any other party to this Agreement, or any service marks, trademarks, or tradenames so similar as likely to cause confusion, without express written approval of such other party. The programs implemented by Medco will remain the sole property of Medco and will only be used by BRIDGEPORT in connection with the Program and so long as Medco administers the Program.

9.3. Medco and BRIDGEPORT will comply with all applicable laws and regulations regarding patient confidentiality as provided in the Business Associate Agreement between the parties. Medco will

not furnish any BRIDGEPORT identifiable data or information to any third party without the written consent of BRIDGEPORT, except as reasonably necessary to implement and operate the Program and fulfill its obligations pursuant to this Agreement or as required by applicable law. The restrictions set forth in this Section 9 will not apply to claims data or information which is not identifiable on a BRIDGEPORT basis.

10. TERM OF AGREEMENT

- 10.1. This Agreement will remain in effect through and including December 31, 2011 (the "Initial Term") and thereafter will automatically renew for successive one (1) year terms unless either party gives written notice, at least one hundred eighty (180) days prior to the end of any such term, to the other party of its intent to terminate this Agreement as of the end of the then current term. Notwithstanding the issuance of a termination notice, Medco agrees to continue to render services hereunder and BRIDGEPORT agrees to pay for services of Medco in accordance with the terms of this Agreement for any claims incurred for prescription drug benefits by Eligible Persons while this Agreement was in force.
- 10.2. In the event of a material breach of this Agreement, the party alleging such breach will give written notice thereof to the other parties. If such breach is not cured within sixty (60) days of receipt of such notice, the non-breaching party may terminate this Agreement upon written notice to the other party.

11. FORCE MAJEURE

Neither Medco nor BRIDGEPORT will be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of terrorism, acts of war, war operations, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement.

12. INDEMNIFICATION/LIMITATION OF LIABILITY

- 12.1. Medco will indemnify and hold BRIDGEPORT, its officers, directors and employees (each an "Indemnified Party") harmless from claims or causes of action asserted against an Indemnified Party arising from services rendered by Medco pursuant to this Agreement to the extent the claim or cause of action arises out of Medco's negligence or willful misconduct, or breach of this Agreement, provided that (a) BRIDGEPORT has given reasonable notice to Medco of the claim or cause of action, and (b) no Indemnified Party has, by act or failure to act, compromised Medco's position with respect to the resolution or defense of the claim or cause of action.
- 12.2. BRIDGEPORT will indemnify and hold Medco, its parent, affiliates, and their respective officers, directors and employees (each an "Indemnified Party") harmless from claims or causes of action asserted against an Indemnified Party arising from (i) breach of this Agreement by BRIDGEPORT, (ii) negligence or willful misconduct of BRIDGEPORT, including without limitation, the disclosure and/or use of Program data or information provided by Medco to BRIDGEPORT, (iii) the provision of patient identifiable data by Medco or its affiliates to BRIDGEPORT or BRIDGEPORT's designees, or the subsequent use or disclosure of such information by BRIDGEPORT or its designees, or (iv) BRIDGEPORT's release of patient identifiable information to Medco, provided that (a) the Indemnified Party has given reasonable notice to BRIDGEPORT of the claim or cause of action, and (b) no Indemnified Party has, by act or failure to act, compromised BRIDGEPORT's position with respect to the resolution or defense of the claim or cause of action.

- 12.3. Medco will maintain, during the term of this Agreement, liability coverage with limits not less than \$1,000,000 per occurrence and in the aggregate per policy year, with excess liability coverage in an amount not less than \$5,000,000 per policy year. Evidence thereof will be furnished to BRIDGEPORT upon request.
- 12.4. Except as provided in Section 12.1 above, Medco or any affiliated company, or their directors, officers or employees, will not be responsible for any claim, loss or damage sustained as a result of the provision of or failure to provide pharmaceutical goods or services or any other action or failure to act by any retail pharmacy, pharmaceutical manufacturer or other pharmaceutical providers pursuant to this Agreement.
- 12.5. The liability of Medco to BRIDGEPORT for any negligent or willful misconduct by Medco in the performance of its obligations hereunder will be limited to \$1,000,000 per occurrence and \$5,000,000 per year.
- 12.6. Medco or BRIDGEPORT will not be liable to each other for incidental, consequential or exemplary damages.

13. EXCLUSIVITY

Medco will be the exclusive provider and administrator of PBM Services to BRIDGEPORT and its subsidiaries while this Agreement is in effect, except for prescription benefits provided under (1) the Workers' Compensation Act and (2) fully insured Medicare Advantage plans. Nothing contained herein, however, will prohibit Medco or any affiliated entity from providing or administering PBM Services and related programs and services to any other entity while this Agreement is in effect.

14. GENERAL

- 14.1. Independent Contractor - The relationship between Medco and BRIDGEPORT will solely be that of independent contractors engaged in the operation of their own respective businesses.
- 14.2. Assignment - This Agreement may not be assigned by any party without the written approval of the other parties provided, however, that services to be performed by Medco hereunder may be performed by its subsidiaries, affiliates, divisions and/or designees. The duties and obligations of the parties will be binding upon, and inure to the benefit of, successors, assigns, or merged or consolidated entities of the parties.
- 14.3. No Third-Party Beneficiary - This Agreement has been entered into solely for the benefit of BRIDGEPORT and Medco, and is not intended to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance.
- 14.4. Notices - All notices required under this Agreement will be in writing and sent by certified mail, return receipt requested, hand delivery or overnight delivery by a nationally recognized service addressed as follows:

If to BRIDGEPORT: City of Bridgeport
 45 Lyon Terrace
 Bridgeport, CT 06604
 Attention: Richard Weiner
 And
 Office of the City Attorney
 City Hall Annex
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

If to Medco: Medco Health Solutions, Inc.
100 Parsons Pond Drive
Franklin Lakes, NJ 07417
Attention: Anthony Palmisano Jr.
Vice President and Counsel
Customer Contracting

- 14.5. Amendments - This Agreement may be amended only in writing when signed by a duly authorized representative of each party.
- 14.6. Financial Responsibility - If Medco has reasonable grounds to believe that BRIDGEPORT may not meet its payment obligations under this Agreement as they become due, Medco may request information and/or reasonable assurances (including a deposit) from BRIDGEPORT as to its financial responsibility. If the information or assurances are not furnished to Medco within five (5) days, or are not satisfactory in Medco's reasonable judgment, Medco may immediately terminate this Agreement.
- 14.7. Plan Design - The Program Pricing Terms set forth in this Agreement are based upon the Plan Designs, Minimum Enrollment and Program specifications agreed to between the parties as reflected in this Agreement and as otherwise hereafter agreed to by the parties in writing. The Program Pricing Terms are also based upon BRIDGEPORT funding 50% or greater of the costs of Covered Drugs for its Eligible Persons. Any modification of the Plan Design or Program specifications, failure to maintain Minimum Enrollment, or inclusion of Eligible Persons or Groups with Covered Drugs funded less than 50% by BRIDGEPORT, may result in a retroactive modification by Medco of the Program Pricing Terms. BRIDGEPORT will provide Eligible Persons with at least thirty (30) days' prior notice of approved Plan Design changes.
- 14.8. Interpretation of Plan
- BRIDGEPORT will not name or represent that Medco is, and Medco will not be, a Plan Administrator or a fiduciary of any prescription drug benefit plan (the "Plan"), as those terms are used in the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1001 et seq., and the regulations promulgated under ERISA. BRIDGEPORT will have complete discretionary, binding, and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of claims or provisions of benefits, to review denied claims and to resolve complaints by Eligible Persons.
- Notwithstanding the foregoing, BRIDGEPORT delegates to Medco the limited authority and discretion solely to undertake administrative and/or clinical initial determinations, first-level, second-level and urgent appeals of claims eligibility and benefit applications determinations filed by Eligible Persons with BRIDGEPORT's Program. Medco will process and determine all filed administrative and/or clinical first-level, second-level and urgent appeals under the procedures and within the time frames specified in the Department of Labor claims processing regulations, 29 C.F.R. § 2560.503-1 (the "Claims Procedure Regulations"). Accordingly, Medco's decisions will be conclusive and binding and not subject to further review by BRIDGEPORT. Medco will not consider the payment or adjudication of any claim for benefits on an extra-contractual basis. If, however, with respect to a claim or appeal, any of the duties, whether delegated to Medco or not, are assumed or acted upon by BRIDGEPORT, or by any agent or vendor of such entity (e.g. utilization management vendor), then Medco will not have any fiduciary duties or discretionary authority with respect to such claim or appeal, and BRIDGEPORT will be deemed to have such fiduciary duties and discretionary authority and will be solely liable for such claim or appeal. Notwithstanding the services of Medco under this section, all decisions concerning the rendering of health care services are determined by the Eligible Person's physician, hospital or other health care provider and the Eligible Person.
- 14.9. Tax - Any applicable sales, use, or other similarly assessed and administered tax imposed on items dispensed, or services provided hereunder, will be the sole responsibility of BRIDGEPORT. If

Medco is legally obligated to collect and remit sales, use, or other similarly assessed and administered tax in a particular jurisdiction, the tax will be reflected on the applicable invoice or subsequently invoiced at such time as Medco becomes aware of such obligation.

- 14.10. Governing Law - This Agreement will be construed and governed in accordance with the laws of the State of Connecticut. However, all matters relating to the Mail Order Pharmacy Program operations of Medco will be governed by the laws of the state in which Medco's mail order pharmacy is located.
- 14.11. Enforceability - The invalidity or unenforceability of any of the terms or provisions hereof will not affect the validity or enforceability of any other term or provision.
- 14.12. Section Headings - Section headings are inserted for convenience only and will not be used in any way to construe the terms of this Agreement.
- 14.13. Waiver - The waiver of any breach or violation of any term or provision hereof will not constitute a waiver of any subsequent breach or violation of the same or any other term or provision. No waiver or relinquishment by a party of any right or remedy under this Agreement will occur unless the waiver or relinquishment is in a written document signed by an officer of the party.
- 14.14. Approvals - Whenever approval of any party is required under this Agreement, such approval will not be unreasonably withheld.
- 14.15. Organization - Each party is duly organized, validly existing and in good standing, and has the power to own its property and to carry on its business as now being conducted by it.
- 14.16. Authorization - The execution and delivery of this Agreement and the consummation of the transactions contemplated herein on its part, has been duly authorized by all necessary action by each party.
- 14.17. No Conflict of Interest or Other Restrictions - No party has a conflict of interest which would impact its ability to perform fairly its obligations under this Agreement, and no party is subject to any restrictions, contractual or otherwise, which prevent or would prevent it from entering into this Agreement or carrying out its obligations hereunder.
- 14.18. No Violation - Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will be a violation or default of any term or provision of the party's governance documents (e.g., its certificate of incorporation or bylaws or operating agreement) or of any material contract, commitment, indenture, or other agreement or restriction to which the party or by which it is bound.
- 14.19. Binding Effect - This Agreement has been duly executed and delivered by each party, and is a valid and binding obligation of each party, enforceable against such party in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.
- 14.20. Original Agreement/Counterparts - The parties will execute two identical originals of this Agreement. Each party will retain one of the originals. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all counterparts taken together will constitute one instrument.
- 14.21. Public Announcement - Except as required by law or regulation, neither party will make any public announcement nor issue any press release relating to this Agreement without the written consent of the other party. This provision does not restrict either party from submitting necessary or appropriate filings with the SEC.

- 14.22. Dispute Resolution - Except for those matters subject to emergent or injunctive relief, in the event that any dispute relating to this Agreement arises between BRIDGEPORT and Medco, either party may, by written notice, demand a meeting regarding the dispute, to be attended by executive officers of each party, who will attempt in good faith to resolve the dispute. If the dispute cannot be resolved through executive negotiations within thirty (30) business days after the date of the initial notice, each party will retain all rights to bring an action regarding such matter in accordance with law.
- 14.23. Construction: BRIDGEPORT and Medco have participated jointly in the negotiation of this Agreement and each has had the advice of legal counsel to review, comment upon and draft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- 14.24. Entire Agreement - This Agreement, together with the Schedules hereto, embodies the entire understanding of the parties in relation to the subject matter hereof, supersedes any prior agreement among the parties in relation to the subject matter hereof, and no other agreement, understanding, or representation, verbal or otherwise, relative to the subject matter hereof exists among the parties at the time of execution of this Agreement.
- 14.25. Compliance with Laws - Medco and BRIDGEPORT shall take all actions necessary and appropriate to assure that they comply with all applicable federal, state, and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law, and laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Agreement to BRIDGEPORT's Groups. Medco's Code of Conduct and its policies and procedures relating to compliance with the above-named laws are available at www.medco.com.
- 14.26. Survival - The provisions of Sections 7.4, 9, 12, and the last sentence of 10.1 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

**MEDCO HEALTH SOLUTIONS,
INC.**

CITY OF BRIDGEPORT

BY: _____
(signature)

BY: _____
(signature)

NAME: Anthony Palmisano Jr.

NAME: _____
(type or print name)

Vice President and Assistant General Counsel
TITLE: Customer Contracting

TITLE: _____

DATE: _____

DATE: _____

142217.3 (01/06/10) nmb
87571.2 (2/16/09; 3/7/09; 3/18/09; 4/13/09; 5/15/09; 6/29/09) NMB

SCHEDULE A PROGRAM PRICING TERMS

BRIDGEPORT will pay Medco for services provided under the Program as follows:

1. RETAIL PHARMACY PROGRAM CLAIMS

BRIDGEPORT will pay Medco for Covered Drugs dispensed and submitted by Participating Pharmacies under the Retail Pharmacy Program in an amount equal to the lowest of (i) the pharmacy's usual and customary price, as submitted ("U&C") plus applicable taxes, (ii) the maximum allowable cost ("MAC"), where applicable, plus the Dispensing Fee, or (iii) Discounted AWP and Dispensing Fee plus applicable taxes. For all retail claims, excluding Specialty Drugs and excluding claims dispensed and submitted by non-traditional providers, such as Long-Term Care, Home Infusion, Veteran, Military, and I/T/U (Indian/Tribal/Indian Urban) providers the guaranteed average annual AWP discount for Brand Drugs will be AWP minus (-)17% and the guaranteed average annual AWP discount for Generic Drugs will be AWP minus (-) 64% for the 1st Contract Year and 66% for the 2nd & 3rd Contract Years during the Initial Term¹. The guaranteed Dispensing Fee per prescription or authorized refill will be \$1.40. Medco will prepare a true up within one hundred eighty (180) days following the end of such Contract Year. Any net shortfall (i.e. shortfalls offset by surpluses across the three components) in the aggregate guaranteed savings will be matched dollar for dollar by Medco. In the event of an increase or decrease in the total number of Participating Pharmacies by greater than five (5) percent, or a change in ownership of five (5) percent or more of Participating Pharmacies in the Broad National Network, Medco may modify the guarantee for Ingredient Costs and Dispensing Fees on an equitable basis. Payment by BRIDGEPORT is subject to the applicable Copayment/Coinsurance amount set forth below.

- 1.1. **Copayment/Coinsurance** - The Copayment/Coinsurance amount for each prescription or refill dispensed by a Participating Pharmacy under the Retail Pharmacy Program will be as designated for each Group in the applicable Plan Design(s).
- 1.2. **Minimum Charge at Retail** - BRIDGEPORT agrees there may be a minimum charge at retail for a Covered Drug of the lower of (a) the US\$ or (b) the applicable Copayment. For prescriptions or refills where this minimum charge applies there will be no charge/credit to BRIDGEPORT under this Section 1.
- 1.3. **Direct Claims** - The reimbursement terms applicable to direct reimbursement claims submitted by Eligible Persons under the Retail Pharmacy Program will be the same as the terms set forth in this Section 1, unless otherwise provided in writing by BRIDGEPORT to Medco.

2. MAIL ORDER PHARMACY PROGRAM CLAIMS

BRIDGEPORT will pay Medco for Covered Drugs dispensed by a Medco mail order pharmacy under the Mail Order Pharmacy Program in an amount equal to an Ingredient Cost plus Dispensing Fee for each Covered Drug dispensed, less the applicable Copayment/Coinsurance amount, as such terms are defined below:

- 2.1. **Ingredient Cost** - The Ingredient Cost is the discounted AWP Brand Name Drugs and the lower of MAC or the discounted AWP Generic Drugs. The guaranteed pricing for Brand Drugs will be AWP minus (-) 25% and Generic Drugs will be AWP minus (-)68% for the 1st Contract Year and 70% for the 2nd & 3rd Contract Years during the Initial Term¹. Medco will prepare a true up one hundred eighty (180) days following the end of such Contract Year. Any net shortfall (i.e.

¹ The guarantee will apply to existing generics as well as new generics that come to the market during the term of this agreement that have more than two manufacturers. The Brand discount guarantee will include all claims not included in the Generic discount guarantee.

shortfalls offset by surpluses across the two components) in the aggregate guaranteed savings will be matched dollar for dollar by Medco.

- 2.2. **Dispensing Fee** - The Dispensing Fee per prescription or authorized refill is \$0.00. Dispensing Fees are inclusive of postage. If postage rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the pricing will be increased to reflect such increase(s).
- 2.3. **Copayment/Coinsurance** - The Copayment/Coinsurance amount for each prescription or refill dispensed by a Medco mail order pharmacy under the Mail Order Pharmacy Program shall be as designated for each Group in the applicable Plan Design(s). If the amount of the applicable Copayment/Coinsurance paid by an Eligible Person for a prescription or refill dispensed by Medco exceeds the Ingredient Cost (as defined in 2.1 above) plus Dispensing Fee (as defined in Section 2.2 above) plus any applicable taxes, then Medco shall return to the Eligible Person an amount equal to the Copayment/Coinsurance amount, less the sum of the applicable Ingredient Cost plus Dispensing Fee plus any applicable taxes, for the prescription or refill. Eligible Persons must pay the applicable Copayment or Coinsurance amount to Medco for each prescription or authorized refill under the Mail Order Pharmacy Program. Medco may suspend Mail Order Pharmacy Program services to an Eligible Person who is in default of any Copayment or Coinsurance amount due Medco. BRIDGEPORT will be responsible for any unpaid Eligible Person Copayment or Coinsurance amounts, in accordance with Medco's standard credit policy, if payment has not been received from the Eligible Person within one hundred twenty (120) days of dispensing. BRIDGEPORT will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 7.2 of this Agreement. At the time of billing, Medco will provide BRIDGEPORT with a report of all Eligible Persons in default.

3. **SPECIALTY DRUG CLAIMS**

Notwithstanding anything to the contrary in Section 2 above and elsewhere in the Agreement, BRIDGEPORT will pay Medco for Covered Drugs designated as Specialty Drugs in Schedule B under the Mail Order Pharmacy Program on a separate ingredient cost basis (provided in Schedule B) plus applicable Dispensing Fee (provided in Schedule B), subject to the Copayment/Coinsurance in the applicable Plan Design. Under the Retail Pharmacy Program, BRIDGEPORT will pay Medco for Specialty Drugs in Schedule B according to the pricing set forth in Section 1 of Schedule A. A Specialty Drug of limited or exclusive distribution through specific retail pharmacies ("Limited Distribution Specialty Drug") is not subject to terms of Schedule A, Section 1. BRIDGEPORT shall pay Medco for Limited Distribution Specialty Drugs in the same amount that Medco reimburses the retail pharmacy for such drug, including Ingredient Cost and Dispensing Fee. Medco will be the exclusive administrator of Specialty Drugs to BRIDGEPORT while this Agreement is in effect. Specialty Drugs may be provided by Medco or other third-party specialty pharmacy that has a written arrangement with Medco. Medco may add or delete products or modify pricing terms during the term of this Agreement. Specialty Drugs are excluded from calculations, guarantees, credits and payments regarding Formulary Rebates under the Mail Order Pharmacy Program and the Retail Pharmacy Program set forth in this Agreement. The terms and pricing set forth in this section and in Schedule B apply only to BRIDGEPORT's pharmacy benefit and not to BRIDGEPORT's medical benefit. A current list is included in Schedule B.

4. **ADMINISTRATIVE SERVICES AND FEES**

- 4.1. BRIDGEPORT will pay to Medco a Base Administrative Fee in the amount of \$0.00 per paid claim processed by Medco under the Retail Pharmacy Program/Mail Order Pharmacy Program and Specialty Pharmacy Program for the following Base Administrative Services, as applicable:

Eligibility

- Administration of eligibility submitted via tape or telecommunication in a Medco standard format
- Eligibility maintenance (minimum of weekly updates)

- Dependent Eligibility Certification System (DECS)
- Medco's client support system (e-SD) via the client website for on-line access to current eligibility (equipment, installation and Internet access are responsibility of BRIDGEPORT)²

Claim Adjudication

- Administration of BRIDGEPORT's Plan Design
- In-network claims adjudication via *TelePAID* on-line claims adjudication system
- Primary Coordination of Benefits (when flagged on eligibility records)
- Twelve (12) months on-line claims history retention (for use in claims processing)
- Processing associated with Medco by Mail Pharmacy Program prescriptions

Member Communication Materials

- Medco Welcome Package for new designated Eligible Persons, consisting of:
 - Announcement letter(not to exceed one page)
 - Medco descriptive brochure (not to exceed eight pages)
 - Pre-addressed Mail Order form/envelope
 - Patient health profile questionnaire
 - One Medco Identification Card per Primary Eligible Participant (two per family)
 - Information on access to major Participating Pharmacy network chains
- Other available standard Medco materials, consisting of:
 - Direct reimbursement claim form (also available via www.medco.com)
 - Coordination of Benefits (COB) claim form
- TDD-TTY services for hearing impaired us access Member Service Department

Clinical Programs

- Access capabilities to e-SD via the Client Website to support BRIDGEPORT coverage authorization activities

Reporting

- Medco's Prescription Drug Plan Report Package available through the Information Services Report Manager tool on the Client Website³
- Information Services reporting tool available through the Client Website² with the following capabilities:
 - Ad Hoc Query (powered by *EXPERxT*) for sophisticated analysis on detailed claims data
 - Report Manager for access to Medco's Prescription Drug Plan Report Package
 - Alerts Monitoring (powered by *EXPERxT*) for monitoring prescriber and pharmacy behavior and compliance
- Medco's Claims Detail Layout (CDL) file every two (2) weeks

Retail Pharmacy Network

² BRIDGEPORT may be granted access to Medco systems and applications, in some cases requiring the grant of access to BRIDGEPORT employees and/or representatives, including e-SD and Client Website.

BRIDGEPORT's use of such systems and applications is governed by this Agreement and the Terms of Use and privacy policies for the respective systems and applications. Medco will grant access to BRIDGEPORT employees and/or representatives only at the discretion of BRIDGEPORT, as provided in Medco's operating procedures, and BRIDGEPORT will be responsible for those individuals' compliance with the terms of this Agreement and the applicable Terms of Use and privacy policies.

³ Includes Report Manager for up to four user IDs for BRIDGEPORT personnel only. Additional BRIDGEPORT user IDs may be set up at a charge of \$250/user per month. External claims integration charge is separate and quoted upon request. Equipment, installation, and Internet access charges are the responsibility of BRIDGEPORT. Specifically assigned user IDs may not be exchanged with, or used by, third parties (e.g., consultants) or other BRIDGEPORT personnel. Third parties desiring access must be approved by Medco and must sign Medco's Third-Party Access agreement, accompanied by BRIDGEPORT's letter of authorization.

- Establish, maintain, credential, and contract an adequate panel of Participating Pharmacies
- Development and distribution of communication materials to Participating Pharmacies regarding the Program
- Toll-free access to Help Desk for eligibility/claims processing assistance
- Toll-free access for Participating Pharmacies to obtain DUR assistance
- Monitor Participating Pharmacy performance and compliance, including generic substitution rates, formulary program conformance, and DUR intervention conformance through Retail Network Management initiatives and reporting
- Toll-free telephone access to voice response unit for location of Participating Pharmacies in zip code area
- Medco Pharmacy Audit Program⁴

Member Service

- Toll-free telephone access to Member Service for the Program for use by Eligible Persons, BRIDGEPORT benefits personnel, and physicians
- Gatekeeper Program – Medco’s assistance program for older adults
- 24-hour access to a Medco pharmacist via toll-free telephone service

medco.com

- Standard Medco website capabilities, including:
 - online prescription ordering and status
 - prescription pricing information
 - coverage and benefit plan information
 - health news information

Account Management

- Clinical and plan consulting, analysis, and cost projections
- Annual analysis of Program utilization, impact of Plan Design changes, and intervention programs

4.2. BRIDGEPORT will also pay for Additional Administrative Services requested or used by BRIDGEPORT and provided by Medco under the Program as follows:

<u>Eligibility</u>	
• Hard copy eligibility submission	Data entry charges
<u>Claim Adjudication</u>	
• Direct reimbursement/out-of-network claims adjudication (including check and EOB to Eligible Person)	\$1.50 per claim
• Coordination of Benefits <ul style="list-style-type: none"> - Secondary Coordination of Benefits <ul style="list-style-type: none"> ▪ Eligible Person-submitted paper claim ▪ Retail Pharmacy-submitted electronic claim - Adjudication of government subrogation claims (unless responsibility is otherwise assigned by BRIDGEPORT) 	\$2.50 per claim \$1.00 per claim \$3.00 per paid claim
• On-line claims history retention (for use in claims processing) in excess of twelve (12) months	\$0.05 per claim
<u>Drug Utilization Review/Clinical/Formulary Programs</u>	
• Set-up and load of historical records from prior vendor, supplied in Medco format	\$0.07 per claim ⁵

⁴ Medco will credit BRIDGEPORT with 85% of all audit recoveries that Medco’s Pharmacy Audit Program recovers on behalf of BRIDGEPORT. Medco will retain 15% of the total recoveries to defray administrative costs of Medco’s Pharmacy Audit Program.

⁵ Fee waived for six months of claims data

Reviews and Appeals Management – Plan Design	
<ul style="list-style-type: none"> Reviews and Appeals Management - Plan Design <ul style="list-style-type: none"> Medco handles all initial determinations and first-level and, if requested by BRIDGEPORT, second-level and urgent appeals 	\$55.00 per case
<ul style="list-style-type: none"> Final and Binding Appeals Management for Medco's Coverage Authorization Programs 	\$5.00 per case (incremental to Utilization Management Program fee)
Reporting	
<ul style="list-style-type: none"> Information Services reporting tool available through the Client Website with the following capabilities: <ul style="list-style-type: none"> Ad Hoc Query (powered by <i>EXPERxT</i>) for sophisticated analysis on detailed claims data Report Manager for access to Medco's Prescription Drug Plan Report Package Alerts Monitoring (powered by <i>EXPERxT</i>) for monitoring prescriber and pharmacy behavior and compliance 	\$25,000 annually
<ul style="list-style-type: none"> Additional Ad-hoc report production, reprogramming, and testing of non-standard BRIDGEPORT requirements 	Quoted upon request
<ul style="list-style-type: none"> BRIDGEPORT's requests for claims data, Plan Design information, or production files for itself or its designees (subject to execution of Medco's confidentiality agreement) <ul style="list-style-type: none"> Requests for multiple data feeds 	Quoted upon request
<ul style="list-style-type: none"> Data feeds to third-party vendors on CD-ROM 	Additional fees per file, per cycle – quoted upon request
<ul style="list-style-type: none"> Additional fees per file, per cycle – quoted upon request 	Additional fees per file, per cycle – quoted upon request
Member Communication Materials	
<ul style="list-style-type: none"> Replacement of any Member Communication materials, Formulary materials, or Identification Cards upon an Eligible Person's request 	\$0.85 per ID card, plus postage
<ul style="list-style-type: none"> Customization, re-issuance, or replacement of Member Communication materials, Formulary materials, or Identification Cards on a Group or BRIDGEPORT-wide basis, if requested by BRIDGEPORT 	Quoted upon request
<ul style="list-style-type: none"> Prescription Drug Benefit Statement: <ul style="list-style-type: none"> Statement to Eligible Persons providing prescription history along with specific recommended actions and related savings. Quarterly summary reporting to BRIDGEPORT 	\$0.00 per statement plus postage charges
<ul style="list-style-type: none"> Eligible Person communications describing the benefit or changes to the benefit, except for initial Welcome Package for new designated Eligible Persons 	Quoted upon request
<ul style="list-style-type: none"> Customized, targeted Eligible Person mailings for closed/custom formulary 	Quoted upon request
<ul style="list-style-type: none"> Retail Refill Allowance Program Member Communications Materials 	Quoted upon request
<ul style="list-style-type: none"> Mailings directed to Eligible Persons, physicians, or BRIDGEPORT location 	Postage charges with notice to BRIDGEPORT
Physician Communications	
<ul style="list-style-type: none"> Charges by physicians or medical practices for the completion of prior authorization forms, clarification of prescriptions, or other requests for information relating to coverage authorization or a prescribed medication 	Amount Medco is required to pay physician or medical practice
<ul style="list-style-type: none"> BRIDGEPORT customization of medco.com 	Quoted upon request

Note: Charge for additional services not listed above will be determined by Medco and quoted upon request.

5. UTILIZATION MANAGEMENT PROGRAM

Medco will provide to BRIDGEPORT Utilization Management Programs, which will be outlined in a Utilization Management Program Document (the "UMP Document") to be entered into at a date determined by the parties. The UMP Document will be effective as of the Effective Date of this Agreement and when executed, will be entered into contemporaneously with this Agreement. The UMP Document at such time that it is entered into by both parties, is incorporated by reference herein. The UMP Document may be modified in the form of a new UMP Document agreed upon by the parties in writing.

6. SERVICE FEE PAYMENT AND DISCLOSURE OF FEES TO BRIDGEPORT

Medco will pay to BRIDGEPORT's benefit advisor ("BENEFIT ADVISOR"), a service fee which may be in the form of a commission, marketing fee, incentives or other allowances ("Service Fee"). The Service Fee may vary based on the services BENEFIT ADVISOR has provided to Medco or BRIDGEPORT, and BRIDGEPORT acknowledges and consents to Medco paying such Service Fee. BENEFIT ADVISOR has acknowledged and agreed that it will disclose to BRIDGEPORT all Service Fees that BENEFIT ADVISOR receives from Medco including the form of such compensation (e.g., commissions, marketing fee, incentives, allowances). In the event BENEFIT ADVISOR does not provide such disclosure, Medco shall have the right to advise BRIDGEPORT of the service fee arrangement including the amount and rate of any such compensation.

7. MARKETING ALLOWANCE

On or after April 30th of each Contract Year that the COALITION is in effect, Medco will pay the Coalition's designated payee, Segal and Company in an amount up to \$45,000 for expenses incurred by the Coalition for the marketing costs (e.g., special communications).

8. MARKET CHECK

After June 30, 2010, the COALITION may conduct a market check as follows:

- (a) COALITION will select a nationally-recognized, leading independent consultant in the pharmacy benefit management field reasonably agreed to both parties (the "Reviewer");
- (b) The Reviewer, at COALITION's expense and after executing a confidentiality agreement reasonably acceptable to Medco, will compare the aggregate value of the Program Pricing Terms with the aggregate value of the Program Pricing Terms then available in the market to plan BRIDGEPORTs that both (1) have a plan design similar to that of the COALITION and number of Primary Eligible Participants equal to or less than the COALITION, and (2) purchase services similar to those provided by Medco to the COALITION, and produce a report setting forth the results (the "Report");
- (c) Reviewer will provide a draft Report to the COALITION and Medco, and Medco will provide Reviewer with its comments on the Report within ten (10) days of receipt, after which the Reviewer shall produce a final Report (the "Final Report"); and
- (d) If the Final Report concludes that current market conditions would yield a 2% or more savings on Net Plan Costs (with "Net Plan Costs" defined as the sum of the cost of Covered Drugs, Dispensing Fees, and Administrative Fees, as detailed in this Agreement, less rebates received by COALITION), then the parties will discuss in good faith the Final Report and a revision to the Program Pricing Terms for the period beginning January 1, 2011.

9. RENEWAL ALLOWANCE

After ninety (90) days following full renewal of BRIDGEPORT's Integrated Program and for the Initial Term of this Agreement, Medco will credit up to \$5.00 per household against future billings under BRIDGEPORT's Program for documented expenses incurred and submitted by BRIDGEPORT to Medco for the preparation and/or renewal of BRIDGEPORT's Integrated Program (e.g., consulting fees, RFP preparation, or special communications associated with the Integrated Program roll-out). This credit will not be offset by any expenses incurred by Medco for the renewal of BRIDGEPORT's Program.

medco®

SCHEDULE B

Non-Exclusive Specialty Pharmacy Pricing List

Therapy	Drug	Per Diems & Nursing Service Charges	AWP Discount	Dispensing Fee
Anemia	ARANESP		15.00%	\$1.87
Anemia	EPOGEN		15.00%	\$1.87
Anemia	PROCRIT		15.00%	\$1.87
Cancer	ABRAXANE		15.00%	\$1.87
Cancer	ARRANON		15.00%	\$1.87
Cancer	AVASTIN		15.00%	\$1.87
Cancer	DACOGEN		15.00%	\$1.87
Cancer	ELIGARD		15.00%	\$1.87
Cancer	ERBITUX		15.00%	\$1.87
Cancer	GLEEVEC		15.00%	\$1.87
Cancer	HERCEPTIN		15.00%	\$1.87
Cancer	HYCAMTIN ORAL		15.00%	\$1.87
Cancer	IXEMPRA		15.00%	\$1.87
Cancer	LEUPROLIDE		20.00%	\$1.87
Cancer	LUPRON (all forms and strengths)		15.00%	\$1.87
Cancer	MOZOBIL		15.00%	\$1.87
Cancer	NEXAVAR		15.00%	\$1.87
Cancer	OCTREOTIDE ACETATE		15.00%	\$1.87
Cancer	PROLEUKIN*		15.00%	\$1.87
Cancer	REVLIMID		15.00%	\$1.87
Cancer	REUXAN		15.00%	\$1.87
Cancer	SANDOSTATIN (all forms and strengths)		15.00%	\$1.87
Cancer	SOMATULINE DEPOT		15.00%	\$1.87
Cancer	SOMAVERT		15.00%	\$1.87
Cancer	SPRYCEL		15.00%	\$1.87
Cancer	SUPPRELIN LA		15.00%	\$1.87
Cancer	SUTENT		15.00%	\$1.87
Cancer	TARCEVA		15.00%	\$1.87
Cancer	TASIGNA		15.00%	\$1.87
Cancer	TEMODAR		15.00%	\$1.87
Cancer	THALOMID		15.00%	\$1.87
Cancer	TORISEL		15.00%	\$1.87
Cancer	TREANDA		15.00%	\$1.87
Cancer	TYKERB		15.00%	\$1.87
Cancer	VANTAS		15.00%	\$1.87

Therapy	Drug	Per Diems & Nursing Service Charges	AWP Discount	Dispensing Fee
Cancer	VECTIBIX		15.00%	\$1.87
Cancer	VELCADE		15.00%	\$1.87
Cancer	VIDAZA		15.00%	\$1.87
Cancer	XELODA*		15.00%	\$1.87
Cancer	ZOLADEX		15.00%	\$1.87
Cancer	ZOLINZA		15.00%	\$1.87
Crohn's Disease	CIMZIA		15.00%	\$1.87
DVT/Anticoagulation	ARIXTRA *		15.00%	\$1.87
DVT/Anticoagulation	FRAGMIN *		15.00%	\$1.87
DVT/Anticoagulation	INNOHEP *		15.00%	\$1.87
DVT/Anticoagulation	LOVENOX *		15.00%	\$1.87
Growth Stimulating Agents	GENOTROPIN		15.00%	\$1.87
Growth Stimulating Agents	HUMATROPE		15.00%	\$1.87
Growth Stimulating Agents	INCRELEX		11.00%	\$1.87
Growth Stimulating Agents	NORDITROPIN (all forms and strengths)		15.00%	\$1.87
Growth Stimulating Agents	NUTROPIN (all forms and strengths)		15.00%	\$1.87
Growth Stimulating Agents	OMNITROPE		15.00%	\$1.87
Growth Stimulating Agents	SAIZEN		15.00%	\$1.87
Growth Stimulating Agents	SEROSTIM		15.00%	\$1.87
Growth Stimulating Agents	TEV-TROPIN		15.00%	\$1.87
Growth Stimulating Agents	ZORBTIVE		15.00%	\$1.87
Hemophilia	ADVATE		20.00%	\$1.87
Hemophilia	ALPHANATE		23.00%	\$1.87
Hemophilia	ALPHANINE SD		23.00%	\$1.87
Hemophilia	REBULIN		9.00%	\$1.87
Hemophilia	BENEFIX		16.00%	\$1.87
Hemophilia	REBA		25.00%	\$1.87
Hemophilia	GENARC *		20.00%	\$1.87
Hemophilia	HELEXATE (all forms and strengths)		23.00%	\$1.87
Hemophilia	HEMOPIL M		25.00%	\$1.87
Hemophilia	HUMATE-P		20.00%	\$1.87
Hemophilia	KOATE (all forms and strengths)		25.00%	\$1.87
Hemophilia	KOGENATE		25.00%	\$1.87
Hemophilia	MONARC-M		25.00%	\$1.87
Hemophilia	MONOCLATE P		23.00%	\$1.87
Hemophilia	MONONINE		23.00%	\$1.87
Hemophilia	NOVOSEVEN (all forms and strengths)		23.00%	\$1.87
Hemophilia	PROFILNINE (all forms and strengths)		19.00%	\$1.87
Hemophilia	RECOMBINATE		23.00%	\$1.87
Hemophilia	REFACTO		16.00%	\$1.87

Therapy	Drug	Per Diems & Nursing Service Charges	AWP Discount	Dispensing Fee
Hemophilia	STIMATE		15.00%	\$1.87
Hemophilia	XYNTHA		16.00%	\$1.87
Hepatitis	COPEGUS		16.00%	\$1.87
Hepatitis	INFERGEN		16.00%	\$1.87
Hepatitis	INTRON A (all forms and strengths)		16.00%	\$1.87
Hepatitis	PEGASYS		16.00%	\$1.87
Hepatitis	PEG-INTRON (all forms and strengths)		16.00%	\$1.87
Hepatitis	REBETOL		16.00%	\$1.87
Hepatitis	RIBASPHERE		45.00%	\$1.87
Hepatitis	RIBAVIRIN		45.00%	\$1.87
Hepatitis	ROFERON A		16.00%	\$1.87
Hereditary Tyrosinemia	ORFADIN		0.00%	\$1.87
HIV	FUZEON		15.00%	\$1.87
Homocystinuria	CYSTADANE		15.00%	\$1.87
Immune Deficiency	ACTIMMUNE		15.00%	\$1.87
Immune Deficiency	ADAGEN		0.00%	\$1.87
Immune Deficiency	CARIMUNE NF	**	15.00%	\$1.87
Immune Deficiency	CYTOGAM *	**	16.00%	\$1.87
Immune Deficiency	FLEBOGAMMA	**	15.00%	\$1.87
Immune Deficiency	GAMASTAN *	**	15.00%	\$1.87
Immune Deficiency	GAMMAGARD	**	15.00%	\$1.87
Immune Deficiency	GAMMAGARD LIQUID	**	15.00%	\$1.87
Immune Deficiency	GAMUNEX	**	15.00%	\$1.87
Immune Deficiency	HYPERRHO S/D *	**	20.00%	\$1.87
Immune Deficiency	MICRHOGAM*	**	16.00%	\$1.87
Immune Deficiency	ORTAGAM	**	15.00%	\$1.87
Immune Deficiency	PANIGLOBULIN (all forms and strengths)	**	16.00%	\$1.87
Immune Deficiency	PRIVIGEN	**	15.00%	\$1.87
Immune Deficiency	RHOGAM *	**	16.00%	\$1.87
Immune Deficiency	RHOPHYLAC *	**	16.00%	\$1.87
Immune Deficiency	VENOGLOBULIN	**	25.00%	\$1.87
Immune Deficiency	VIVAGLOBIN	**	15.00%	\$1.87
Immune Deficiency	WINRHO (all forms and strengths) *	**	25.00%	\$1.87
Infertility	BRAVELLE *		15.00%	\$1.87
Infertility	CETROTIDE *		15.00%	\$1.87
Infertility	CHOREX *		15.00%	\$1.87
Infertility	CHORIONIC GONADOTROPIN *		15.00%	\$1.87
Infertility	FOLLISTIM AQ *		15.00%	\$1.87
Infertility	GANIRELIX ACETATE *		15.00%	\$1.87
Infertility	GONAL-F (all forms		15.00%	\$1.87

Therapy	Drug and strengths) *	Per Diems & Nursing Service Charges	AWP Discount	Dispensing Fee
Infertility	LUVERIS *		15.00%	\$1.87
Infertility	MENOPUR *		15.00%	\$1.87
Infertility	NOVAREL *		15.00%	\$1.87
Infertility	OVIDREL *		15.00%	\$1.87
Infertility	PREGNYL *		15.00%	\$1.87
Infertility	REPRONEX *		15.00%	\$1.87
Metabolic Disorder	ALDURAZYME	**	11.00%	\$1.87
Metabolic Disorder	CEREZYME	**	15.00%	\$1.87
Metabolic Disorder	ELAPRASE	**	15.00%	\$1.87
Metabolic Disorder	FABRAZYME	**	10.00%	\$1.87
Metabolic Disorder	MYOZYME	**	15.00%	\$1.87
Metabolic Disorder	NAGLAZYME	**	15.00%	\$1.87
Multiple Sclerosis	AVONEX		15.00%	\$1.87
Multiple Sclerosis	BETASERON		15.00%	\$1.87
Multiple Sclerosis	COPAXONE		15.00%	\$1.87
Multiple Sclerosis	MITOXANTRONE		15.00%	\$1.87
Multiple Sclerosis	NOVANTRONE		15.00%	\$1.87
Multiple Sclerosis	REBIF		15.00%	\$1.87
Multiple Sclerosis	TYSABRI		14.00%	\$1.87
Neutropenia/Thrombocytopenia	LEUKINE		15.00%	\$1.87
Neutropenia/Thrombocytopenia	NEULASTA *		15.00%	\$1.87
Neutropenia/Thrombocytopenia	NEUMEGA		15.00%	\$1.87
Neutropenia/Thrombocytopenia	NEUPOGEN		15.00%	\$1.87
Neutropenia/Thrombocytopenia	NPLATE		15.00%	\$1.87
Ophthalmics	LUCENTIS		15.00%	\$1.87
Ophthalmics	MACUGEN		15.00%	\$1.87
Ophthalmics	REZISERT		10.00%	\$1.87
Osteo-Arthritis	EUFLEXA		15.00%	\$1.87
Osteo-Arthritis	HYALGAN		15.00%	\$1.87
Osteo-Arthritis	ORTHOVISC		15.00%	\$1.87
Osteo-Arthritis	SUPARTZ		15.00%	\$1.87
Osteo-Arthritis	SYNVISC		15.00%	\$1.87
Osteoporosis	FORTEO		16.00%	\$1.87
Other Specialty Agents	ACTHAR GEL		15.00%	\$1.87
Other Specialty Agents	APOKYN		15.00%	\$1.87
Other Specialty Agents	ARCALYST		15.00%	\$1.87
Other Specialty Agents	CYTOVENE *		15.00%	\$1.87
Other Specialty Agents	EXJADE		15.00%	\$1.87
Other Specialty Agents	PRIALT *		15.00%	\$1.87
Other Specialty Agents	PROMACTA		15.00%	\$1.87
Other Specialty Agents	SENSIPAR		15.00%	\$1.87
Other Specialty Agents	SOLIRIS		15.00%	\$1.87
Other Specialty Agents	VIVITROL		15.00%	\$1.87
Other Specialty Agents	XENAZINE		15.00%	\$1.87

Therapy	Drug	Per Diems & Nursing Service Charges	AWP Discount	Dispensing Fee
Phenylketonuria (PKU)	KUVAN		15.00%	\$1.87
Psoriasis	AMEVIVE		15.00%	\$1.87
Psoriasis	RAPTIVA		15.00%	\$1.87
Pulmonary	ARALAST	**	15.00%	\$1.87
Pulmonary	PULMOZYME		15.00%	\$1.87
Pulmonary	TOBI		15.00%	\$1.87
Pulmonary	XOLAIR		16.00%	\$1.87
Pulmonary	ZEMAIRA	**	15.00%	\$1.87
Pulmonary Hypertension	EPOPROSTENOL SODIUM	**	0.00%	\$1.87
Pulmonary Hypertension	FLOLAN	**	0.00%	\$1.87
Pulmonary Hypertension	LETAIRIS		15.00%	\$1.87
Pulmonary Hypertension	REMODYLIN	**	0.00%	\$1.87
Pulmonary Hypertension	REVATIO		15.00%	\$1.87
Pulmonary Hypertension	TRACLEER		15.00%	\$1.87
Pulmonary Hypertension	VENTAVIS	**	0.00%	\$1.87
Respiratory Syncytial Virus	SYNAGIS		15.00%	\$1.87
Rheumatoid Arthritis and other autoimmune conditions	ENBREL		15.00%	\$1.87
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA		15.00%	\$1.87
Rheumatoid Arthritis and other autoimmune conditions	KINERET		15.00%	\$1.87
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA		14.00%	\$1.87
Rheumatoid Arthritis and other autoimmune conditions	REMICADE		15.00%	\$1.87

1. If postage rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s).

2. Charges for nursing visits and costs of supplies, equipment (e.g., pumps), and clinical monitoring required to administer certain Specialty Drugs indicated with ** above will be billed through BRIDGEPORT's medical carrier at rates that have been agreed between Medco and the medical carrier.

3. This proposal is contingent on Medco/Accredo being the exclusive provider of Specialty Drugs through mail (e.g., US Postal Service, Federal Express, or other similar couriers), except those drugs designated above with an asterisk *. This proposal may be modified based upon state law requirements.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. # 32-09 Referred to ECD & Environment Committee (02/01/2010)

January 26, 2010

To: City Clerk

From: Alexandra B. McGoldrick
Grants Writer
Dept. of Central Grants and Community Development

Re: City Council Resolution – American Institute of Architecture (AIA) Sustainable
Design Assessment Team Program

Attached, please find a resolution and resolution summary sheet for the American
Institute of Architecture (AIA) Sustainable Design Assessment Team Grant Program.
Please forward this to City Council for referral to the appropriate City Council
Subcommittee.

Should you have any questions or require further information, please do not hesitate to
contact me at x5665.

RECEIVED
CITY CLERKS OFFICE

10 JAN 27 AM 9:18

ATTEST
CITY CLERK

WHEREAS, the American Institute of Architecture is authorized to extend technical assistance to municipalities in the form of grants; and,

WHEREAS, this technical assistance has been made possible through the Sustainable Design Assessment Team Program and,

WHEREAS, technical assistance under this grant will be used to assist the City's sustainability planning process and help to develop a visual and cognitive physical framework for a sustainable future. The goal of the project is to identify ways to link highly diverse neighborhoods through environmentally sustainable features, and,

1. **WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the American Institute of Architecture to perform a charette and makes recommendations on how to provide sustainable substantive linkages between neighborhoods within the City of Bridgeport ; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the American Institute of Architecture to provide technical assistance and help to develop a visual and cognitive physical framework for a sustainable future by creating linkages between Bridgeport neighborhoods.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the American Institute of Architecture for the Sustainable Design Assessment Team Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: _____ Sustainable Design Assessment Team Program _____

RENEWAL _____ NEW _____

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking technical assistance from the American Institute of Architecture to assist the City's sustainability planning process and help to develop a visual and cognitive physical framework for a sustainable future. The goal of the project is to identify ways to link highly diverse neighborhoods through environmentally sustainable features.

Project Period: 1 year grant project period.

PROJECT GOALS AND PROCEDURES: The American Institute of Architecture will perform a charette and make recommendations on how to provide sustainable substantive linkages between neighborhoods within the City of Bridgeport.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City: \$15,000 in-kind match from existing sources

\$5,000 cash match from Public Facilities Budget to cover cost overruns

Other: \$15,000 Value of Technical Assistance Grant

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascaak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers
Telephone (203) 576-7647
Facsimile (203) 576- 8252

COMM# 33-09 Referred to Contracts Committee on 02/01/10

VIA FACSIMILE: (203) 332-5608 and E-mail

January 28, 2010

The Honorable City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Severance Agreement Between the City of Bridgeport and Ralph Jacobs

Dear Honorable Councilpersons:

Kindly be advised that Mr. Ralph Jacobs has decided to submit his resignation from his position as the City's Civil Service Personnel Director, and the City has negotiated a mutually satisfactory severance package with Mr. Jacobs.

I respectfully request that the above-referenced matter be placed on an Addendum to the Agenda for the City Council meeting of Monday, February 1, 2010 for referral to the Contracts Committee.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
Mark T. Anastasi
City Attorney

- Cc: Bill Finch, Mayor
- Fleeta C. Hudson, City Clerk
- Andrew Nunn, CAO
- Adam Wood, Chief of Staff
- Elaine Ficarra, Press Secretary
- Richard Weiner, Benefits Manager
- Arthur C. Laske, III, Deputy City Attorney
- John P. Bohannon Jr., Esq.
- Thomas W. Bucci, Esq.

RECEIVED
CITY CLERKS OFFICE
10 JAN 28 AM 9:14
ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
10 JAN 29 AM 11:18
ATTEST
CITY CLERK

Anastasi, Mark T

From: Anastasi, Mark T
Sent: Thursday, January 28, 2010 5:03 PM
To: Anastasi, Mark T; Hudson, Fleeta; Murray, Ann; McCarthy, Tom
Cc: Wood, Adam; Nunn, Andrew; Finch, Bill; Ficarra, Elaine K.
Subject: RE: Proposed Severance Agreement with Ralph Jacobs
Attachments: Jacobs Severance Agreement Letter to City Council.docx

Attached is the Correct Attachment. Thanks and sorry for the confusion.

Also, I am faxing the original letter on my letterhead .

From: Anastasi, Mark T
Sent: Thursday, January 28, 2010 4:58 PM
To: Anastasi, Mark T; Hudson, Fleeta; Murray, Ann; McCarthy, Tom
Cc: Wood, Adam; Nunn, Andrew; Finch, Bill; Ficarra, Elaine K.
Subject: RE: Proposed Severance Agreement with Ralph Jacobs

PLEASE DISREGARD - WRONG ATTACHMENT. CORRECT ATTACTMENT TO FOLLOW MOMENTARILY

From: Anastasi, Mark T
Sent: Thursday, January 28, 2010 4:55 PM
To: Hudson, Fleeta; Murray, Ann; McCarthy, Tom
Cc: Wood, Adam; Nunn, Andrew; Finch, Bill; Ficarra, Elaine K.
Subject: Proposed Severance Agreement with Ralph Jacobs

Attached is a self-explanatory letter requesting the above-referenced matter be added to next Monday's City Council Agenda via an Addendum.

Council President McCarthy has OKed this request. Please call or e-mail him to confirm, as he is unable to contact your office by phone.

Thanks for your assistance.

RESOLUTION

City Council Member(s): Robert Walsh 132 District (D)

Andre Baker 139 District (D)

James Halligan
 Lydia N. Martinez - 137th
 Alanna Ogden

RE: Establishment of a City Council Standing Committee on Steel Point

Introduced at a meeting of the City Council, held:

February 1, 2010 (OFF THE FLOOR)

Referred to: Miscellaneous Matters Committee

Whereas, the City Council recently approved an amendment to the Steel Point Development Plan that significantly alters previously established deadlines and benchmarks for progress: and

Whereas, in the process of making these amendments it became abundantly clear that the council had not been properly and regularly informed of the developers failures to meet previously council approved contractual requirements; and

Whereas, although the entire city suffers due to the lack of progress in this development plan, certain city council districts are impacted negatively more by these failures (specifically the 137th and 139 City Council Districts) based on how the voting districts are established today; and

Whereas, all sections of the city would benefit more by greater transparency in the monitoring of this project;

Be it resolved that the City Council amends the Council Rules of Order based on the attached language to create a Standing Committee dedicated to the review and oversight of progress on the Steel Point Development Plan; and

Be it further resolved that such committee shall have a majority of its members represent the geographic sections of the city that have historically suffered to a disproportionate degree due to the underdevelopment of this tract of land and shall have as its co-chair persons members of the same said districts; and

Be it further resolved that the Mayor and / or Economic Development office must provide the committee with quarterly reports outlining the developer's ability to reach ~~contractually~~ agreed upon deadlines for progress.

Attest:

City Clerk

51:06 AM 2-23-10

301110 SKR3713 Y119
RECEIVED

Recommended Changes to City Council Rules of Order

Amend Section XII – City Council Committee to include

Committee on Development Districts – Steel Point

Amend Section XIII - References to Committees

14. **The Committee on Development Districts – Steel Point shall have sole or shared jurisdiction over all matter related to the Steel Point Development District.**
 - A. **The Mayor and / or the Economic Development Director shall refer to the Committee quarterly progress reports that detail the developers' efforts to meet all of the deadlines / goals established in the Land Disposition Agreement (LDA). Precise assessments must be given as to whether or not the city believes that the deadlines established in the LDA will be met in accordance with the plan. Any negative comments must be accompanied by further documentation as to the steps being taken to get the project back on track.**
 - B. **All amendments to existing contracts and / or new contracts or actions relative to the establishment of a Taxing District and / or Inter-Local Agreement must first go to this Committee and the Committee will report its recommendations to the appropriate City Council Committee, i.e. Contracts, Economic and Community Development, Ordinance, etc.**
 - C. **The Committee shall be made up of seven council members. The majority of the members must represent the districts that are currently geographically most impacted by the plan. At time of passage this would require both members of the 137th and 139th Districts. The chairmen of the committee must come from these districts. The other three members shall be appointed by the council president with the approval of the council.**

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10 FEB - 2 AM 9:15
ATTEST
CITY CLERK

***14-09 Consent Calendar**

Consolidated Plan for Housing and
Community Development program year 35 Annual
Action Plan: Community Development Block Grant
Program.

**Report
of
Committee
on
CD & Environment**

Submitted: February 1, 2010

Adopted: _____

Attest: _____

Shelby A. ...

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***14-09 Consent Calendar**

**CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
PROGRAM YEAR 35 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ALLOCATION OF CONTINGENCY FUNDS**

WHEREAS, the City of Bridgeport, Connecticut submitted its Annual Action Plan for PY 35 for the Community Development Block Grant Program on May 15, 2009 to the U.S. Department of Housing and Urban Development (HUD) without benefit of having its final entitlement allocations and for planning purposes had conducted its citizen participation process utilizing the figures it received from PY 34; and

WHEREAS, the City Council submitted the Annual Action Plan for PY 35 with a strategy for how it would deal with an increase or a decrease in the final allocations for the four formula grant programs ; and

WHEREAS, the strategy articulated that an increase in the Community Development Block Grant Program would be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 35 process; and

WHEREAS, the City received \$60,736 more in CDBG funds for PY 35 than PY 34 for a total allocation of \$3,313,695 and per the City Council resolution put those funds into a Contingency Account; Now therefore

BE IT RESOLVED, that the Contingency Account be allocated to the following projects based upon the criteria set by the City Council:

Public Services Program Category

Department on Aging, Senior Programs:	\$4,111
Social Services Emergency Code Violation:	\$5,000

Public Facility/Infrastructure Program Category

Hall Neighborhood House:	\$20,000
St. John's Family Center:	\$19,478

Program Administration Category:	\$12,147
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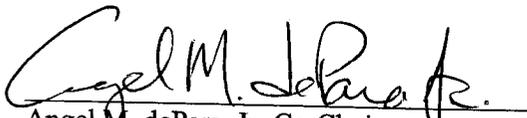


Report of Committee on ECD and Environment

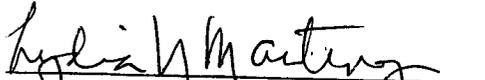
*14-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

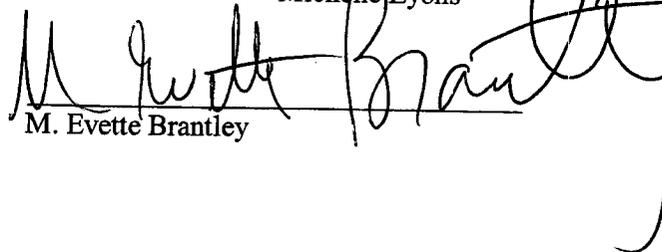

Robert P. Curwen, Sr. Co-Chairman


Lydia Martinez


Warren Blunt


Anderson Ayala


Michelle Lyons


M. Evette Brantley

Council Date: February 1, 2010

Program Year 35 Funding Requests and Allocations
Department of Central Grants and Community Development

Updated 1/20/10 by ECDE Committee

PY35 Contingency Funds

<i>Program Year 35 Funding Requests and allocations</i>	<i>Year 35 Requested</i>	<i>Year 35 Citizen Union Recommend</i>	<i>Reprogram funds (additional)</i>	<i>Year 35 ECDE Recommend</i>	<i>Final Council Approval</i>	<i>YR35 Contingency ECDE Recommend</i>	<i>Final Council Approval</i>
PUBLIC SERVICES							
15% Maximum of CDBG Allocation							
Ark of Christ Ministries/Residence-Counseling Ctr	\$30,000	\$0		\$0	\$0		
ASPIRA of CT-Youth Leadership Dev. Prog.	\$20,000	\$7,000		\$7,000	\$7,000		
Bethel Recovery - Get Ready for Smarter Work	\$30,000	\$0		\$0	\$0		
BPT American Legion Congdon Baseball	\$23,000	\$0		\$0	\$0		
Bridgeport Area Youth Ministry (BAYM) Youth Ctr	\$10,000	\$0		\$5,000	\$5,000		
BPT PAL Youth Programs	\$25,000	\$12,000		\$12,000	\$12,000		
BPT YMCA - Y Nights	\$8,400	\$0		\$0	\$0		
BPT YMCA -South End Comm. Center	\$24,600	\$12,000		\$12,000	\$12,000		
Build On Youth Comm. Projects/After School Prog.	\$45,000	\$5,000		\$5,000	\$5,000		
Burroughs Comm. Ctr.-Language Center	\$10,000	\$2,500		\$2,500	\$2,500		
Career Resources - Project View	\$25,000	\$10,000		\$10,000	\$10,000		
CT Small Business Development Center	\$100,000	\$0		\$0	\$0		
Ctr Women & Families - Family Strengthening Svcs	\$37,000	\$0		\$0	\$0		
Charles D. Smith Foundation Summer Camp	\$93,531	\$0		\$0	\$0		
Child Guidance -SIHRY	\$40,000	\$10,000		\$10,000	\$10,000		
Child Guidance - Hispanic Family Outreach Prog.	\$40,000	\$10,000		\$5,000	\$5,000		
Children In Placement -Youth Alliance	\$15,000	\$0		\$0	\$0		
CoB - Dept. on Aging - Senior Programs	\$41,000	\$30,000		\$30,000	\$30,000	\$4,111	
CoB - Central Grants Compassion Capital	\$100,000	\$100,000		\$100,000	\$100,000		
CoB - Persons with Disabilities, Office of	\$31,831	\$25,000		\$25,000	\$25,000		
CoB - Fair Housing/Fair Rent	Position elimin	\$0		\$0	\$0		
CoB - HS - East Side Senior Center - Rental	\$40,000	\$40,000		\$40,000	\$40,000		
CoB - HS - Youth Service Bureau - Match	\$40,000	\$40,000		\$40,000	\$40,000		
CoB - SS - Emerg. Code Violation Relocation	\$75,000	\$40,000		\$35,000	\$35,000	\$5,000	
CoB-Small/Minority Bus. Dev. Resource Center	\$150,000	\$15,000		\$0	\$0		
CoB HS - Veterans Affairs	\$45,000	\$35,000		\$35,000	\$35,000		
Gospel Mission Comm. Dev. REACH	No request	\$0		\$0	\$0		
CT Coalition for Env. Justice - Fighting Asthma	\$35,000	\$0		\$0	\$0		
CT Legal Svcs. Removing Barriers to Stability	\$25,000	\$20,000		\$10,000	\$10,000		
Central Connecticut Coast YMCA Case Managemt	\$40,000	\$0		\$0	\$0		
Divine Mortgage Solutions, Inc.	\$40,000	\$0		\$0	\$0		
Donna's Little Doves Childcare	\$25,000	\$0		\$0	\$0		
East End NRZ	\$9,000	\$0		\$5,000	\$5,000		
Entrepreneurs NOW -Course for HS Students	\$20,000	\$0		\$0	\$0		
Ffld '08 Case Mgmt for Supportive Housing NSP	\$60,000	\$0		\$0	\$0		
GBAPP - Mi Casa/My Home	\$30,900	\$0		\$0	\$0		
Greater Bpt Comm. Enter.-Weatherization Train.	\$15,000	\$0		\$0	\$0		
Hall Neighborhood House-Senior Center	\$70,000	\$15,000		\$20,000	\$20,000		
Housing Authority - North End Services	\$50,000	\$0		\$14,000	\$14,000		
Housing Authority -Residents Services	\$3,000	\$0		\$0	\$0		

Program Year 35 Funding Requests and Allocations
Department of Central Grants and Community Development

Updated 1/20/10 by ECDE Committee

PY35 Contingency Funds

<i>Program Year 35 Funding Requests and allocations</i>	<i>Year 35 Requested</i>	<i>Year 35 Citizen Union Recommend</i>	<i>Reprogram funds (additional)</i>	<i>Year 35 ECDE Recommend</i>	<i>Final Council Approval</i>	<i>YR35 Contingency ECDE Recommend</i>	<i>Final Council Approval</i>
Housing Authority - Unique & Unified	\$12,000	\$0		\$10,000	\$10,000		
International Performing Arts - Concerts (refused)	No request	\$0		\$0	\$0		
McGivney Comm. Ctr - Youth Programs	\$10,000	\$5,000		\$5,000	\$5,000		
Operation HOPE - Case Mngment Affordable Hous.	\$18,760	\$0		\$0	\$0		
Original Works Inc - East End Youth Art Works	\$35,000	\$0		\$0	\$0		
Playhouse on Green - Project Broadway	\$10,000	\$10,000		\$5,000	\$5,000		
PIVOT Ministries - The Crisis Center	\$30,000	\$0		\$6,000	\$6,000		
Ralphola Taylor Comm. Center - Youth Prog.	\$70,000	\$10,000		\$10,000	\$10,000		
ReFocus Outreach Min. Supp. Services	\$20,000	\$4,444		\$0	\$0		
RYASAP - Catalyst for Community	\$30,000	\$0		\$10,000	\$10,000		
RYASAP - Safe Neighborhoods AC Partnership	\$50,000	\$0		\$9,444	\$9,444		
Sickle Cell Disease Association - Outreach	\$18,000	\$10,000		\$5,000	\$5,000		
Southwestern Area Health Education Center	\$40,000	\$5,000		\$0	\$0		
St. John's Family Center-Early Childhood Program	\$10,000	\$0		\$5,000	\$5,000		
The Village Initiative Project - College Prep	\$15,000	\$5,000		\$0	\$0		
United Cerebral Palsy Montano AT Center	\$33,500	\$10,000		\$0	\$0		
United Cerebral Palsy Skyward Day Program	\$38,222	\$0		\$0	\$0		
TOTAL	\$1,962,744	\$487,944		\$487,944	\$487,944	\$9,111	
HOUSING							
CoB CG/CD Bpt. Lead Free Families Program	\$25,000	\$25,000		\$25,000	\$25,000		
CoB CG/CD Bpt. Homeowner Rehab Program	\$250,000	\$25,000	\$3,000	\$25,000	\$25,000		
CoB CG/CD Housing/CD Prog. Delivery Services	\$250,000	\$136,235		\$136,235	\$136,235		
CoB Housing and Commercial Code	\$507,065	\$472,000		\$472,000	\$472,000		
CoB Lead Poisoning Prevention Program	\$157,000	\$152,000		\$152,000	\$152,000		
Habitat for Humanity Laurel Ct Project	\$100,000	\$0		\$0	\$0		
Roberto Clemente Condos - Renovations	\$300,000	\$0		\$0	\$0		
Second Stone Ridge Condos - New Roofs	\$109,145	\$0	\$109,145	\$0	\$0		
Third Stone Ridge Co-op New Roofs	\$200,000	\$0	\$115,855	\$0	\$0		
HOUSING SUB TOTAL	\$2,025,210	\$810,235	\$228,000	\$810,235	\$810,235		
PUBLIC FACILITIES/Infrastructure							
Black Rock Comm. Council - Beautification Proj.	\$5,000	\$0		\$0	\$0		
Bridgeport Area Youth Ministry - Façade Improv.	No Request	\$0		\$0	\$0		
Bridgeport Community Land Trust - Gardens	\$50,000	\$15,000		\$10,000	\$10,000		
BPT YMCA - SECC - Awning replacement	No Request	\$0		\$0	\$0		
Cardinal Shehan Center - Repairs/Renovations	No Request	\$0		\$0	\$0		
Charles D. Smith Foundation - Renovations/Repair	\$25,000	\$0		\$0	\$0		
CoB -ONR - William/Barnum Park upgrades	\$60,000	\$20,000		\$20,000	\$20,000		
CoB-ONR Black Rock Comm. Façade/Village Dist	\$60,000	\$0		\$0	\$0		

Program Year 35 Funding Requests and Allocations
 Department of Central Grants and Community Development

Updated 1/20/10 by ECDE Committee

PY35 Contingency Funds

<i>Program Year 35 Funding Requests and allocations</i>	<i>Year 35 Requested</i>	<i>Year 35 Citizen Union Recommend</i>	<i>Reprogram funds (additional)</i>	<i>Year 35 ECDE Recommend</i>	<i>Final Council Approval</i>	<i>YR35 Contingency ECDE Recommend</i>	<i>Final Council Approval</i>
CoB-OPED-City Wide Façade Program	\$110,000	\$0		\$0	\$0		
CoB - ONR - Mill Hill/Madison/Reservoir NRZ's	No Request	\$0		\$0	\$0		
CoB-OPED-Neighborhood Farm Stand Program	\$40,000	\$0		\$0	\$0		
CoB-Parks Dept - Tree Planting Program	\$32,000	\$15,000		\$15,000	\$15,000		
CoB-Parks Dept - Seaside Park Improvements	\$80,000	\$0		\$0	\$0		
CoB-Parks Dept - Luis Munoz Marin Water Playgd	\$75,000	\$0		\$0	\$0		
CoB Parks Dept - Newfield Park Improvements	\$27,000	\$0		\$0	\$0		
CoB Public Facilities - Fishing Pier Pleasure Beach	\$375,000	\$0		\$0	\$0		
Hall Neighborhood House - Physical Improve.	\$100,000	\$60,000		\$5,000	\$5,000	\$20,000	
MQM Center - Renovate multi-media center	\$100,000	\$0		\$0	\$0		
Marrakech Inc. Masonry Restoration of Exterior	\$25,000	\$0		\$0	\$0		
Mutual Housing - Maplewood CT flood/drain repair	\$35,000	\$0		\$35,000	\$35,000		
Regional Network of Programs - Renovations	\$67,000	\$0		\$25,000	\$25,000		
St John's Family Center - Renovations	\$55,000	\$0		\$0	\$0	\$19,478	
United Cerebral Palsy - Expansion of Facility	No Request	\$0		\$0	\$0		
Washington Park Revital.- storefront renovation	No Request	\$0		\$0	\$0		
Public Facilities Improvements SUBTOTAL	\$1,194,000	\$110,000		\$110,000	\$110,000	39,478	
ANTI-BLIGHT / SLUM ELIMINATION							
CoB ONR City Wide Anti-Blight/NRZ Administration	\$172,536	\$100,000	\$72,000	\$100,000	\$100,000		
CoB ONR City Wide Anti-Blight/NRZ Support	\$383,527	\$108,681		\$108,681	\$108,681		
Anti-Blight SUBTOTAL	\$556,063	\$208,681	\$72,000	\$208,681	\$208,681		
ECONOMIC DEVELOPMENT							
CoB OPED Revolving Loan Fund	\$150,000	\$0		\$0	\$0		
CoB/CAO/Small & Minority Micro enterprise	No request			\$0	\$0		
Economic Development SUBTOTAL	\$150,000	\$0		\$0	\$0		
PLANNING/ADMIN							
MAX=20% CDBG ALLOCATION							
CoB CG/CD Administration	\$650,592	\$650,592		\$650,592	\$650,592	\$12,147	
Planning/Admin SUBTOTAL	\$650,592	\$650,592		\$650,592	\$650,592	\$12,147	
SECTION 108							
Section 108 Loan Repayments	\$1,200,000	\$985,507		\$985,507	\$985,507		
Section 108 SUBTOTAL	\$1,200,000	\$985,507		\$985,507	\$985,507		

Program Year 35 Funding Requests and Allocations
Department of Central Grants and Community Development

Updated 1/20/10 by ECDE Committee

PY35 Contingency Funds

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Contingency					\$60,736		
GRAND TOTAL	\$7,738,609	\$3,252,959	\$300,000	\$3,252,959	\$3,313,695		
EMERGENCY SHELTER GRANT							
CANNOT EXCEED \$144,968							
ABCD - Energy Assistance	\$40,000	35,000	\$5,000	\$35,000	\$34,968		
ABCD - Emergency Rental Assistance (ESG)	\$30,000	25,000	\$5,000	\$25,000	\$24,986		
ABCD (St. Stephen's Pantry)	\$20,000	8,500	\$6,500	\$8,500	\$8,490		
Black Rock Food Pantry	\$20,000	8,500	\$6,500	\$8,500	\$8,490		
Alpha Comm. Services-Families in Transition	\$50,000	30,720	\$9,500	\$30,720	\$30,706		
Ark of Christ Ministries -Counseling Center	\$30,000	0	\$5,000	\$0	\$0		
Bethel Recovery Center	\$25,000	5,000	\$10,000	\$5,000	\$4,990		
Blessed Sacrament Church - Feeding Program	\$10,000	0	\$10,000	\$0	\$0		
Ctr for Women/Families - DV Shelter	\$27,000	8,000	\$7,000	\$8,000	\$7,990		
East End Comm. Council - Nutritional Program	\$32,000	0	\$15,000	\$0	\$0		
Healing Tree Econ. Development	\$30,000	8,500	\$6,500	\$8,500	\$8,490		
GBAPP	\$30,900	\$0	\$10,000	\$0	\$0		
ReFocus Outreach Ministry-Trans. Housing	\$10,000	\$0	\$7,704	\$0	\$0		
Regional Network of Prog. Prospect House Shelter	\$67,000	\$0	\$8,000	\$0	\$0		
Catholic Charities/Merton House	\$25,000	\$8,500	\$6,500	\$8,500	\$8,490		
United Congregation Church Comm. Suppers	\$25,000	\$0	\$15,000	\$0	\$0		
Admin	\$7,248	\$7,248	\$0	\$7,248	\$7,233		
TOTAL	\$479,148	\$144,968	\$133,204	\$144,968	\$144,833		
HOPWA							
CANNOT EXCEED \$771,000							
AIDS Project Greater Danbury	\$121,639	\$60,097		\$60,097	\$66,642		
Alpha Community Services	\$21,400	\$21,400		\$16,000	\$17,742		
Catholic Charities of Fairfield County, Inc	\$217,463	\$206,063		\$217,463	\$241,145		
Mid-Fairfield AIDS Project	\$122,408	\$122,408		\$117,408	\$130,194		
ReFocus Outreach Ministries	\$100,776	\$100,776		\$76,902	\$85,277		
Regional Network of Programs	\$136,102	\$81,935		\$95,000	\$105,345		
St. Lukes Community Services	\$180,000	\$155,191		\$165,000	\$182,968		
Admin	\$23,130	\$23,130		\$23,130	\$25,618		
TOTAL	\$922,918	\$771,000		\$771,000	\$854,931		
HOME ALLOCATION PLAN							

Program Year 35 Funding Requests and Allocations
 Department of Central Grants and Community Development

Updated 1/20/10 by ECDE Committee

PY35 Contingency Funds

<i>Program Year 35 Funding Requests and allocations</i>	<i>Year 35 Requested</i>	<i>Year 35 Citizen Union Recommend</i>	<i>Reprogram funds (additional)</i>	<i>Year 35 ECDE Recommend</i>	<i>Final Council Approval</i>	<i>YR35 Contingency ECDE Recommend</i>	<i>Final Council Approval</i>
CANNOT EXCEED \$1,378,739							
Administration (10%)	\$137,873	\$137,873		\$137,873	\$154,355		
DUNA Payment Assistance	\$300,000	\$300,000		\$300,000	\$335,850		
Home Ownership Production	\$300,000	\$300,000		\$300,000	\$335,850		
Single Family Purch., Rehab & Sale							
Multi-Family Rental	\$500,000	\$500,000		\$500,000	\$559,750		
New Construction and Rehab (LIHTC)							
Special Needs	\$140,866	\$140,866		\$140,866	\$157,745		
Home Allocation - SUBTOTAL	\$1,378,739	\$1,378,739		\$1,378,739	\$1,543,550		
Estimated Program Income (sales)	\$0	\$0			\$0		
Home Program TOTAL	\$1,378,739	\$1,378,739		\$1,378,739	\$1,543,550		

***24-09 Consent Calendar**

Grant Submission: re U.S. Department of Energy Efficiency Block Grant Competitive Program for funds to develop an Energy Efficiency Capital Buy-Down Loan Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: February 1, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***24-09 Consent Calendar**

WHEREAS, the U.S. Department of Energy is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Energy Efficiency and Conservation Block Grant Competitive Program and,

WHEREAS, funds under this grant will be used to create a Capital Buy-Down Loan Program to significantly increase the number of residential and commercial properties that can become more energy efficient and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Office of Policy and Management in an amount not to exceed \$22,312,662.00 for the purpose of developing and Energy Efficiency Capital Buy-Down Loan Program through a public-private partnership which includes municipalities, local energy utility company, private and community banking institutions, and community agencies that will increase energy efficiency in homes and businesses in Bridgeport and surrounding area; Now therefore and,

BE IT RESOLVED BY THE City Council:

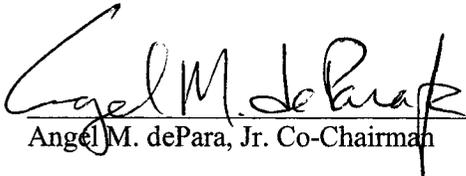
1. That it is cognizant of the City's grant application and contract to the U.S. Department of Energy for funds to develop an Energy Efficiency Capital Buy-Down Loan Program.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the U.S. Department of Energy for the Energy Efficiency Capital Buy-Down Loan Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



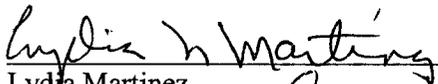
Report of Committee on ECD and Environment
*24-09 Consent Calendar

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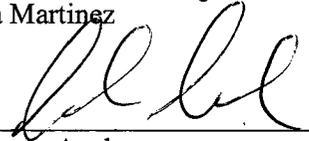
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

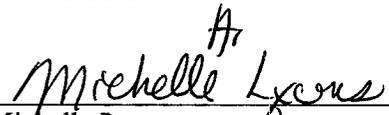

Angel M. dePara, Jr. Co-Chairman

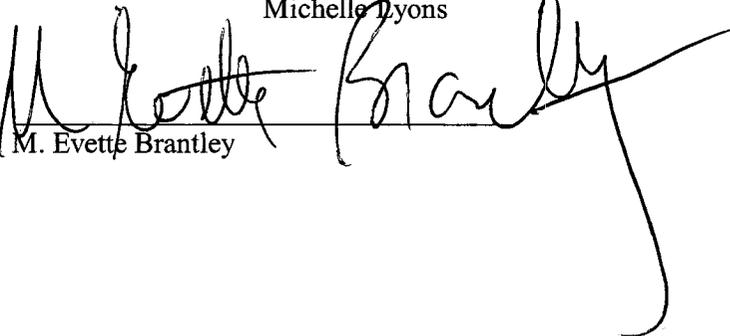

Robert P. Curwen, Sr. Co-Chairman


Lydia Martinez


Warren Blunt


Anderson Ayala


Michelle Lyons


M. Evette Brantley

Council Date: February 1, 2010

***25-09 Consent Calendar**

Grant Submission: re U.S. EPA Brownsfield Job Training Program for 2010 clean-up activities.

**Report
of
Committee
on
CEA & Environment**

Submitted: February 1, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***25-09 Consent Calendar**

WHEREAS, the Department of Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Brownsfields Job Training Program and,

WHEREAS, funds under this grant will be used to offer job training to unemployed and underemployed people in Bridgeport and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Department of Environmental Protection Agency in an amount not to exceed \$200,000; Now therefore

BE IT RESOLVED BY THE City Council:

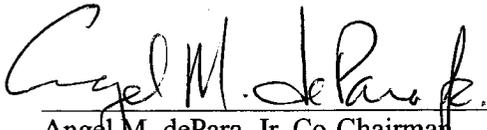
1. That it is cognizant of the City's grant application and contract to the Department of Environmental Protection Agency for funds to provide job training to unemployed and underemployed people.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Environmental Protection Agency for the Brownsfield Job Training Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*25-09 Consent Calendar

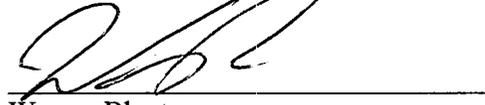
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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

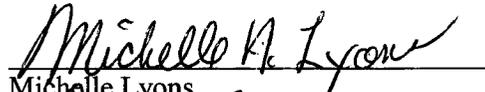

Angel M. dePara, Jr. Co-Chairman

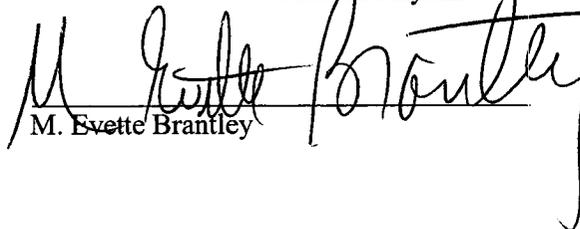

Robert P. Curwen, Sr. Co-Chairman


Lydia Martinez


Warren Blunt


Anderson Ayala


Michelle Lyons


M. Evette Brantley

Council Date: February 1, 2010

***26-09 Consent Calendar**

Grant Submission: re U.S. Department of Housing & Urban Development, Healthy Homes Demonstration Program 2010.

**Report
of
Committee
on
CEA & Environment**

Submitted: February 1, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***26-09 Consent Calendar**

WHEREAS, the Department of Housing & Urban Development is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Healthy Homes Demonstration Program and,

WHEREAS, funds under this grant will be used to build sustainable capacity for Healthy Homes in Bridgeport and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Department of Housing & Urban Development in an amount not to exceed \$875,000; Now therefore

BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the Department of Housing & Urban Development for funds to provide training on Healthy Homes concepts to community members and staff and remove health hazards in 275 homes..
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Housing & Urban Development for the Healthy Homes Demonstration Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*26-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman

Lydia Martinez

Warren Blunt

Anderson Ayala

Michelle Lyons

M. Evette Brantley

Council Date: February 1, 2010

08-09

Appointment of Cynthia S. Maignan (D) to Board of Assessment Appeals.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 1, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***08-09 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, appointed to the Board of Assessment Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

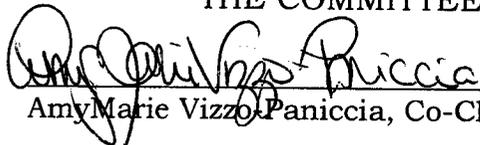
NAME

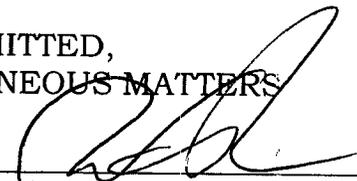
TERM EXPIRES

Cynthia S. Maignan (D)
581 North Summerfield Avenue
Bridgeport, CT 06610

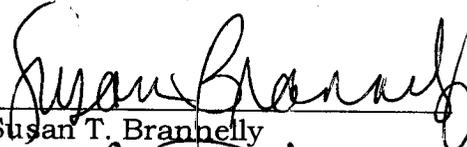
December 31, 2011

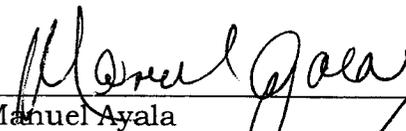
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

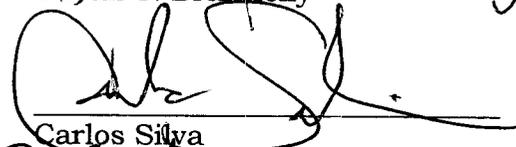

Amy Marie Vizzo Paniccia, Co-Chair


Warren Blunt, Co-Chair

Denese Taylor-Moye


Susan T. Brannelly


Manuel Ayala


Carlos Silva


Robert Walsh

***13-09 Consent Calendar**

Approval of 2010-2012 Citizens' Union Committee.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 1, 2010 (OFF THE FLOOR)

Adopted: _____

Attest: _____

[Signature]
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***13-09 Consent Calendar**

WHEREAS, the Bridgeport City Charter establishes a Bridgeport Citizens' Union; and

WHEREAS, the purpose of the Citizens' Union is to provide the citizens of Bridgeport with an organized structure to serve as a vehicle for allowing them the opportunity to participate in the planning and development of the Consolidated Plan for Housing & Community Development and annual Action Plans which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, A total of twenty seven members will sit on the Citizens' Union; and

WHEREAS, One representative will be appointed by each of the twenty Bridgeport City Council members, for a total of twenty members; and

WHEREAS, One representative will represent each of the seven CDBG targeted neighborhood/impacted areas and vacancies of these seven members will be filled by the Citizens' Union; and

WHEREAS, the proposed slate of new members is subject to City Council approval; Now Therefore be it

RESOLVED, that the Bridgeport City Council hereby approves the attached 2010-2012 Bridgeport Citizens' Union Committee slate as nominated by members of the City Council.



Report of Committee on Miscellaneous Matters
*13-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Manuel Ayala

Carlos Silva

Robert Walsh

2010 – 2012 Citizen's Union Recommendations

Presented to City Council Miscellaneous Matters Committee 1/25/10

District/Council Member	Nomination
130 th – Susan T. Brannelly	Eileen Walsh 2872 Fairfield Avenue Bridgeport, CT 06605 203-814-6856
130 th – Martin C. McCarthy	John Marshall Lee 30 Beacon Street Bridgeport, CT 06605 W: 203-269-9642 H: 203-366-3667 Peopleins@aol.com
131 st – Anderson Ayala	Milagrosa Seguinot 140 Yale Street, Unit 11 Bridgeport, CT 06605 203-371-4365
131 st – Denese Taylor-Moye	Jack Banta 20 Cole Street Bridgeport, CT 06604 203-829-7721
132 nd – Robert S. Walsh	Bernice Smith 1084 Iranistan Avenue Bridgeport, CT 06604 H: 203-334-6794
132 nd – M. Evette Brantley	Gina Simpson 439 Norman Street Bridgeport, CT 06605 H: 203-579-2468
133 rd – Howard Austin, Sr.	Andrea Hogan-Gendron, RN 315 Jackson Avenue Bridgeport, CT 06606 H: 203-333-2750 C: 203-414-4467

ATTEST
CITY CLERK

10 FEB -2 AM 9:07

RECEIVED
CITY CLERKS OFFICE

*7th
to City Clerk
Monday FEB 01, 2010
Amy Marie Vizzo-Tanica
City Council
Misc Matters*

133 rd – Thomas C. McCarthy	Jeanette Herron Board of Education 2649 Main Street Bridgeport, CT 06606 H: 203-345-4307 C:203-209-2788 Email: Jinone@aol.com
134 th – Michelle A Lyons	Gladys Walker-Jones Board of Education 44 Oxford Street Bridgeport, CT 06606 Tel: 576-7194 Email: gjones@bridgeportedu.net
134 th AmyMarie Vizzo-Paniccia	
135 th – Richard Bonney	
135 th – Warren Blunt	Rick Cruz 117 Chamberlain Place Bridgeport, CT 06606 H: 203-371-6493 C: 203-526-2807
136 th – Carlos Silva	Jack McGinnis
136 th – Angel M. DePara, Jr. <i>Joyce Furrell</i> <i>32 OAK View Cir</i> <i>Apt 201 BRIDGEPORT, CT.</i>	<i>Joyce Furrell</i> <i>32 OAK View Cir</i> <i>Apt 201.</i>
137 th – Lydia N. Martinez	Paul T. Barnum 179 Maple Street Bridgeport, CT 06608 203-366-1226

137 th – Manuel Ayala	Carmen R. Vargas 85 William Street Bridgeport, CT 06608 203-540-0336
138 th – Robert P. Curwen, Sr.	Anna Gonzalez 525 Palisades Avenue Apt 910 Bridgeport, CT 06610 203-345-9755
138 th – Richard M. Paoletto, Jr.	Amy Powell 126 Court D, Building 65 Success Village Bridgeport CT 06610 203-612-6079 203-384-3420
139 th – James Holloway	
138 th – Andre F. Baker, Jr.	