

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 16, 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 19, 2010

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 35-09** Communication from Tax Collector re Refund of Excess Tax Payment, referred to Miscellaneous Matters Committee.
- 37-09** Communication from OPED re PILOT Agreement with the Owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for Land and Building at 2468 Fairfield Avenue for a period not to exceed 8 years, referred to Economic and Community Development and Environment Committee.
- 39-09** Communication from Central Grants and Community Development re Consolidated Plan for Housing and Community Development – Program Year 36 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs, referred to Economic and Community Development and Environment Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 36-09** Resolution presented by Council Members Curwen, Paoletto, Thomas C. McCarthy, Walsh and Baker re Resolution opposing proposed site of the girls' juvenile detention facility on Virginia Avenue, referred **FOR IMMEDIATE CONSIDERATION**.
- 38-09** Communication from Police Department re Proposed Agreement with Switzer Associates for recruitment consultant for the Bridgeport Police Department referred **FOR IMMEDIATE CONSIDERATION**.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *03-09** Public Safety and Transportation Committee Report re Application for Driveway Permit: #124-140 Logan Street.
- *29-09** Public Safety and Transportation Committee Report re Resolution to commit assistance through the adoption of Haitian city(ies).
- *30-09** Contracts Committee Report re Agreement with The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees.
- *31-09** Contracts Committee Report re 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).
- *33-09** Contracts Committee Report re Separation Agreement with City of Bridgeport and Ralph Jacobs, former Civil Service Personnel Director.

MATTERS TO BE ACTED UPON:

- 15-09** Economic and Community Development and Environment Committee Report re Community Development Block Grant Program Amendment to Consolidated Plan for Housing and Community Development (2008-2013).

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 16, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Charles J. Coviello, Jr. 73 Willow Street Bridgeport, CT 06610	City Budget, Firing of Health Director, CDBG Funds, and Expansion of Black Rock School.
Lillian Wade 240 Adams Street Bridgeport, CT 06607	Allocation of the CDBG Funds.
Bishop Richardo Griffith 707 Central Avenue Bridgeport, CT 06607	Allocation of the CDBG Funds.
Ralph R. Ford, Jr. 410 Mill Hill Avenue Bridgeport, CT 06610	Block Grant Funding and the discharge of Dr. Marian Evans.
Howard Gardner 25 Cartright Street, Unit 8G Bridgeport, CT 06604	Dismissal of Dr. Marian Evans, Director of the Health Department.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Taxes and Unethical Tactics by City Officials.

**CITY COUNCIL PUBLIC SPEAKING SESSION
FEBRUARY 16, 2010
6:30 p.m.**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, T. McCarthy, Lyons, Vizzo-Paniccia, *Bonney, Blunt, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker, *Holloway
* = arrived after roll call

ABSENT: Council members: A. Ayala, Brantley, Walsh, Austin, dePaola,

Council President McCarthy called the public speaking session to order at 6:30 p.m.

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

RECEIVED
 CITY CLERKS OFFICE
 10 FEB 22 AM 11:39
 ATTEST
 CITY CLERK

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 16, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Charles J. Coviello, Jr. 73 Willow Street Bridgeport, CT 06610	City Budget, Firing of Health Director, CDBG Funds, and Expansion of Black Rock School.

Mr. Coviello spoke about varied topics. He spoke about the city budget and commented that they already cost the city a lot in settlements. He contended that the city and the Mayor should end the Civil Service Commission and that they should be careful because they could be fined for just cause. He further mentioned the renewal of a contract. He also mentioned the search for a new health director. He went on to speak about the allocation block grant monies and the problem with allocating CDBG funds to too small a percentage of people. He also commented on the conflicts of interest in granting these funds.

He continued and spoke about the safety on Stratford Avenue and the issue of providing jobs for young people. He mentioned the disrespect shown by the BOE and he noted that high schools are in desperate need of help and many of them need to be replaced. He said it was important to remember that high school students and all people in Bridgeport should be treated equally and not do for just those to assure officials get reelected. He ended in speaking about the matter of Dr. Evans contract not being renewed in 2011.

Lillian Wade
240 Adams Street
Bridgeport, CT 06607

Allocation of the CDBG Funds.

Ms. Wade stated that she was President of the east end NRZ. She spoke about the unfairness of CDBG funds. She recalled that their proposal was to keep up the lights and help beautify Stratford Avenue. She expressed that this should be done just like every other side of town. She also mentioned the funds that Bridgeport has received from the state, compared to other cities. She emphasized that until they do right, Bridgeport will always be on the bottom.

Bishop Richardo Griffith
707 Central Avenue
Bridgeport, CT 06607

Allocation of the CDBG Funds.

Bishop Griffith stated that he was there to speak about CDBG funding. He expressed that he had a serious issue, with council members during the last actual budget funding, when it was stated that organizations should have at least \$100k in reserve to qualify for CDBG funds. He stressed that local communities in the east end and east side NRZ shouldn't have to raise their own funds, when they contribute to the community. He named specific organizations that were overlooked for funding. He pointed out that when they take \$700k and give it to a private organization, when another organization does a great service, it's not right that the city council doesn't do right by the people. He further stressed that the same people that elected them could replace them. He urged them to stop cutting back room deals and work together with integrity. He emphasized that people in the community are watching.

Ralph R. Ford, Jr.
410 Mill Hill Avenue
Bridgeport, CT 06610

Block Grant Funding and the
discharge of Dr. Marian Evans.

Mr. Ford stated that he had two issues to discuss. He requested that another person be allowed to speak on the second issue. Council President McCarthy acknowledged the request. Mr. Ford talked about the allocation of public funds for projects. He stated that if it was in the best interest of the city, he pointed out that many neighborhoods need monies for home improvements. He further noted that although he wasn't in favor of allocating funds for private homeowners per se, he felt that a separate fund could be created for that purpose.

Carolyn Nah
44 Lewis Street
Bridgeport, CT 06605

Dismissal of Dr. Evans

Ms. Nah spoke about the second issue Mr. Ford mentioned. She urged everyone to look at the flag that hung on the council podium that she said was symbolic of all of us being American citizens. She went on to say that she felt the rules have been violated as citizens in serving their needs and interests. She questioned how many more black people will have to be lynched in this city, in respect to fairness. She further stressed that members on the council should get rid of their plantation mentality. She emphasized that the Mayor was a hypocrite and a parasite politician. She said she was sick of the nonsense.

She continued and spoke about Dr. Evans and the issue of her appointment not being renewal position. She exclaimed that they should vote the hypocrite out of office.

Howard Gardner
25 Cartright Street, Unit 8G
Bridgeport, CT 06604

Dismissal of Dr. Marian Evans,
Director of the Health Department.

Mr. Gardner stated that something was terribly wrong in Bridgeport with 67% of the population being people of color, yet if you walk through city hall and the annex; the people that work there don't comprise people of the city. He stated that they may want to do a disparity study on who the city hires and if it is in line with whom comprises the make-up of the city's population. He further noted that the recent wave of hiring consisted of those that are well connected and commute into the city. They don't reflect the true demographic of the city.

He spoke about Dr. Marian Evans that he said was exactly the antitheses of those being hired. As a resident and as a woman who genuinely cared for those being served; he repeated that she was the antitheses of those being hired. He further mentioned that open letter written to the Connecticut Post that wasn't ever printed - *he read the letter*. He went to say that they are acutely aware of the fact that the health director serves at the will of the Mayor and the Mayor should serve as the will to the people. However, someone went beyond expressing the will of the Mayor and drummed up frivolous charges to discredit Dr. Evans. And there is a question of whom should be held responsible for the termination of the health director. He pointed out that separate funds were used for the event. He continued to say that Dr. Evans worked tirelessly for Bridgeport for six years and she was crucial in helping those who didn't have a voice. She conducted herself in the highest level of professionalism and the people she served and she was a great role model for young people. He emphasized that this city needed Dr. Evans and she should be reinstated.

**It was noted that the letter was signed by Council members: Baker and Walsh, two other council members and other business people and entities in Bridgeport.*

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes and Unethical Tactics by
City Officials.

Mr. Young stated that it was a sad night in many ways. He mentioned that although the people that gave praise to Dr. Evans was respected and agreed with, however, in all these years he has come before the council to complain about what she did to him and his family was unfair. He stressed that he and his family are going through nightmares because of Dr. Evans unjust termination of his job, due to alleged complaints he made. He felt that Dr. Evans fed into the people saying that he made her look like a fool, so he was terminated with no benefits. And for four years he has been without a job and without proper medical insurance. He further said that he didn't get any joy out of saying what he said, but he has been looking for justice for years and fired five times from various positions. He mentioned the good things he tried to accomplish by speaking the truth and wanting justice done, but to no avail. He further noted that he has filed appeals, but he was still denied medical benefits. He turned around to face the audience and loudly asked when does he get his black card. Council President McCarthy asked Mr. Young to end his time for speaking.

The public speaking session ended at 7:10 p.m.

CITY COUNCIL MEETING

Monday, February 16, 2010

7:00 pm.

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

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

* = arrived late

ABSENT: Council members: Austin, dePara

Council President McCarthy called the meeting to order at 7:01 p.m.

Pledge of Allegiance -the pledge was led by Rosa Correa.

Prayer -the prayer was offered by Carl Portman and his children in attendance.

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

Council President McCarthy noted that Mayor Finch had minor surgery on Friday. He intended to be at the meeting, but he was still feeling under the weather.

He also noted that Council member Austin's sister passed away and it was why he wasn't in attendance.

Council member dePara had a family illness he needed to attend to out of state.

Moments of Silence were offered for the following:

- Council member Austin's sister who recently passed away.
- Robert Beraducci who worked for thirty years in the Bridgeport school system. He passed away after a courageous battle with cancer.

Council member Blunt acknowledged William the junior councilman from the 135th District that was in attendance tonight.

Council President McCarthy called for a caucus at 7:15 p.m.

The council members came out of caucus at 8:25 p.m.

Council President McCarthy reconvened the meeting at 8:26 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 19, 2010

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

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER CURWEN MOVED TO REFER THE FOLLOWING
ITEMS TO
COMMITTEES
** COUNCIL MEMBER SILVA SECONDED**

35-09 Communication from Tax Collector re Refund of Excess Tax Payment, referred to Miscellaneous Matters Committee.

37-09 Communication from OPED re PILOT Agreement with the Owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for Land and Building at 2468 Fairfield Avenue for a period not to exceed 8 years, referred to Economic and Community Development and Environment Committee.

39-09 Communication from Central Grants and Community Development re Consolidated Plan for Housing and Community Development – Program Year 36 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs, referred to Economic and Community Development and Environment Committee.

**** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

36-09 Resolution presented by Council Members Curwen, Paoletto, Thomas C. McCarthy, Walsh and Baker re Resolution opposing proposed site of the girls' juvenile detention facility on Virginia Avenue, referred **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER CURWEN SECONDED**

Council member Curwen stated that the council may be aware along with the city, about the situation on Virginia Avenue where they are trying to build a detention center in the center of a residential neighborhood. The property has turned into an eyesore in past years and him and Council member Paoletto has taken the last seven years to try to get it cleaned up. But the proposal to build the center was put forth without their knowledge. So the reason for the resolution is to not build the center. And although there has been a call to move the location, he and Council member Paoletto do not want it in their district.

He asked which council members wanted to be added as co-sponsors to the resolution. It was indicated by a show of hands of all the council members present tonight would be a co-sponsor on the resolution.

Note: this excluded the council members that were absent.

**** COUNCIL MEMBER CURWEN MOVED TO AMEND THE RESOLUTION FOR
THE PURPOSE OF ADDING COUNCIL MEMBERS:**

**BRANNELLY, M. MCCARTHY, *A. AYALA, TAYLOR-MOYE, BRANTLEY, WALSH,
T. MCCARTHY, LYONS, VIZZO-PANICCIA, BONNEY, BLUNT, SILVA, M. AYALA,
MARTINEZ, PAOLETTO, CURWEN, BAKER and HOLLOWAY AS CO-SPONSORS TO
THE RESOLUTION**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

***COUNCIL MEMBERS: AUSTIN, DEPARA EXCLUDED AS CO-SPONSORS DUE TO
THEIR ABSENCE AT THIS MEETING TONIGHT**

Council member Paoletto thanked Council member Walsh and Council member Baker for their leadership in working with them on this issue.

Council member Walsh stated that he spoke with the state representatives that work in the district for the proposed project and they were in agreement that the detention center shouldn't be in the district. He added that he was happy to help out Council members Curwen and Paoletto.

Council President McCarthy commended Council members Curwen, Paoletto and Walsh for their assistance in this matter.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AS AMENDED
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

Council President McCarthy recognized Senator Ed Gomes who was visiting tonight.

38-09 Communication from Police Department re Proposed Agreement with Switzer Associates for recruitment consultant for the Bridgeport Police Department referred **FOR IMMEDIATE CONSIDERATION.**

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

Assistant Police Chief Kerwin approached the council. She stated that she was leading the charge on this matter and she asked the council to take immediate action for the recruitment consultant. She explained that there were time constraints regarding the item and that they were working in conjunction with the Bridgeport Guardians. She read and reviewed the item that pertained to the matter of the city being on oversight regarding racial discrimination - *she read the policy dated March 12, 2009 as it was outlined.*

She stated that articulated steps must be put into place by September 1, 2010 for a dedicated recruitment effort. She further read the specific requirements that will be implemented to assure fair hiring and recruitment. She also noted the proper strategies that will be taken by hiring an outside consultant to point them in the right direction. She noted the firm was **Switzer Associates** who was found to be the right firm for recruitment and determined to be the best qualified and a good fit for Bridgeport. She further noted other parties that were instrumental in the agreement and the plan to assure that they comply with the federal government. She mentioned that they should have a class in place by September 1, 2010.

An officer from the Bpt. Police Department further reviewed the details regarding adherence to compliance in revamping the hiring practices. He noted the efforts were approved by Mr. Roberts. He emphasized that they intend to conform to all the guidelines that were outlined as they pertained to recruitment. And they will abide by the time lines set forth.

Council member Holloway stated that six or seven years ago, a former colleague entered a resolution and it was passed that Bridgeport residents receive residential points. Officer Kerwin said she wasn't sure about that policy. David Douglas responded that the policy is 5 points for residency.

**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy expressed that Police Chief Gaudet and Assistant Police Chief Kerwin were doing a great job.

Assistant Chief Kerwin invited the council members to be part of the focus group when it's scheduled.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council member Holloway requested to remove item 33-09.

Council member Lyons requested to remove item 29-09.

The city clerk read the remaining items into the record.

- *03-09** Public Safety and Transportation Committee Report re Application for Driveway Permit: #124-140 Logan Street.
- *29-09** Public Safety and Transportation Committee Report re Resolution to commit assistance through the adoption of Haitian city(ies). - **removed**
- *30-09** Contracts Committee Report re Agreement with The Hartford Life and Accident Insurance Company for Group Life and Accidental Death and Dismemberment Benefits for City Employees.
- *31-09** Contracts Committee Report re 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).
- *33-09** Contracts Committee Report re Separation Agreement with City of Bridgeport and Ralph Jacobs, former Civil Service Personnel Director. - **removed**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE
** COUNCIL MEMBER A. AYALA SECONDED**

Council member Holloway stated that his reason for abstaining to item ***31-09** was due to the fact that there are numerous drug stores around the city who benefit from prescription drugs. And since this company is not a local company, he doesn't want to deal with them.

Council President McCarthy questioned if this was a valid reason for Council member Holloway to abstain. City Attorney Anastasi relayed to Council President McCarthy that it wasn't a valid reason.

Council member Holloway stated that he would vote no then.

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER HOLLOWAY)**

The agenda returned to item ***29-09 Public Safety and Transportation Committee Report re Resolution to commit assistance through the adoption of Haitian city(ies).**

Council member Lyons stated that she had an amendment to the resolution.

**** COUNCIL MEMBER LYONS MOVED TO AMEND RE: 2ND PAGE OF RESOLUTION, 2ND PARAGRAPH; where it reads CITIES; should be changed to read CITY**

**** COUNCIL MEMBER M. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER LYONS MOVED TO APPROVE AS AMENDED**

She clarified that the resolution outlines that *nothing in this resolution shall be construed to commit the use of city funds for this purpose*. She added that this was only a gesture of good will to the people of Haiti on behalf of the city.

**** COUNCIL MEMBER A. AYALA SECONDED
** MOTION PASSED UNANIMOUSLY**

The agenda returned to the following item:

***33-09** Contracts Committee Report re Separation Agreement with City of Bridgeport and Ralph Jacobs, former Civil Service Personnel Director. - **removed**

Council member Paoletto stated that the item passed unanimously in committee

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER CURWEN SECONDED**

Council member Holloway stated that he wasn't at the meeting when this item passed, but he received sixteen calls from his district and another from the 138th district on Success Avenue. They all complained about the sidewalks, taxes and one of the complaints from a lady questioned what the pay out for this individual will cost. He further noted that twenty-five to thirty years ago, a democracy existed in Bridgeport wherein the people paid taxes. So to attend a meeting and not know the outcome is one thing, but they shouldn't have a meeting until the negotiations are complete. He stated that he would vote no, until someone from the legal department lets him know the outcome of the deal. He stressed that their constituents also deserve to know.

City Attorney Anastasi addressed the issue. He said for those that weren't at the Contracts Committee meeting; the numbers were disclosed. And they agreed that since it was a public agency and public business, as a consequence, they would disclose the information to the city council. The amount settled upon is: **\$155,000** to Ralph Jacobs in two installments; \$90k is due within 10-days after the legal department approves it and \$65k is due in the next fiscal year during January 2011. In addition, \$15k is being paid to the representing attorney, Attorney Willinger, of Willinger, Willinger and Bucci. There is also an associated payment of \$7,585 for a total of **\$177,585.00** that will be paid over two years.

Council member Holloway stated that with that information submitted and what it's going to cost the taxpayers, so be it. However, he expressed that they needed to look hard for

solutions when they hire people to these positions, because when someone doesn't like someone else or for some other reason, the constituents need to know the outcome.

Council member Baker agreed with Council member Holloway. He asked where they were at from a budgetary standpoint, in view of the huge lawsuits and new hirings. He said he had a concern where they were at with the budget and where the monies were coming from.

City Attorney Anastasi stated that he couldn't respond to the overall city budget, but they do appropriate a certain amount each year to cover lawsuits and claims, but he wasn't sure where the budget would end up by year end. He clarified that generally speaking, resolving lawsuits is in the best interest of the city. Also paying for their own council is better than paying for lengthy litigation.

Council member Vizzo-Paniccia stated that Council member Holloway's issues were valid. She pointed out that the night the committee meeting was held he left early, so that was why he wasn't privy to the information. She further noted that Ralph Jacobs was following the rules by the charter. And if something is written in the media then it becomes public information, but the cost to the taxpayer needs to stop because it ultimately affects the budget.

City Attorney Anastasi stated the agreement was considered to be a voluntary resignation and a mutual separation.

Council member Curwen stated that the portion remaining on Mr. Jacobs salary of \$15k and \$55k will come out of the contingency. He clarified that in the discussion tonight, some remedies came out of the caucus session; such as training for individual to be clear on their roles. Overall, they are proposing to be more pro-active in the future.

Council member Walsh thanked Attorney Anastasi for letting them know the ramifications of the payout. He noted other lawsuit settlements in the past where Attorney Anastasi didn't know the impact of the cost. He stressed that he thought this happened because certain people in the administration don't like civil service, but everything should be defined by the city charter. And until it's changed, the rules are the rules and until then, they will be subject to the same thing happening with whoever is hired. He stated that it was a poor business decision, because they are taking money from the contingency fund. He further stressed that it seemed too cavalier at the way the city went about it and it's not a good thing all around.

Council member Lyons stated that having served on the Contracts Committee, she clarified that all the questions and concerns came up during the meeting and were discussed. Everyone on the committee concluded that they would put together a letter with recommendations how to change the process. She agreed there should be some type of training to clarify leadership roles.

**** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS VIZZO-PANICCIA and BAKER)**

MATTERS TO BE ACTED UPON:

- 15-09** Economic and Community Development and Environment Committee Report re Community Development Block Grant Program Amendment to Consolidated Plan for Housing and Community Development (2008-2013).

Council member Curwen stated that the item passed in committee for reprogramming funds for 2013.

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council member Baker stated that he talked to his colleagues regarding the CDBG process and they didn't feel it was a fair process. It was thought that reprogramming monies allocations overlooked many other programs. He further noted that he receives many calls from residents in his district who are very upset. They didn't feel that the Citizen's Union process was fair. He recommended that the item be returned to committee for review again.

**** COUNCIL MEMBER BAKER MOVED TO RETURN THE ITEM TO COMMITTEE**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

Council member Holloway stated that he previously explained why he was in favor of having the Citizen's Union input, because they know what their neighbor needs. But then there is staff who cut 8% of all the recommendations that CDBG approved. He stressed that it wasn't fair to have all the agencies come out and then not be approved. He used Marrionville as an example, noting that although they are a nice community, they have been the recipient of block grant money twice. He felt this results in paying through the mouth. He thought they should let the Citizens Union do their job. He recalled that he asked Alanna Kabel to look into whether or not they need a Citizen's Union, but she never got back to him. He reiterated that other towns throughout the country don't use a Citizen Union.

Council member Brannelly asked about any time constraints for CDBG Reprogramming funds. Ms. Kabel stated that these are reprogramming dollars that need to be allocated and spent no later than June 30 and preferably prior to May 1. According to HUD guidelines, they can't have more than 1 ½ times of grant monies left. She pointed out that they have met the time line in past years and they were looking to adhere to that to demonstrate to HUD good work done.

Council member M. McCarthy stated that the Citizens Union was selected the city council, so he felt that they had a right to make the recommendations. He also felt that by returning the item to committee was undermining what the Citizens Union was doing. Council member Holloway responded that since he was new tot he city council, he should know what he was talking about first.

Council member Walsh stated that sending the item back to committee was the prudent thing to do since there were a lot of reservations. He pointed out that they would still meet the May 1 deadline.

Council member Lyons stated that by attending the committee meeting, many questions were answered and for those that didn't attend, if they were there they would understand why the decisions were made. She clarified that they had a small list to recommendations from the Citizen's Union and the names on the list they had to pick from had to have projects done by May 1, so they were going on their recommendations.

Ms. Kabel stated that in fact, the reprogramming dollars for projects not allocated in previous years or funded for less, so it was prudent upon them to reallocate quickly and this actually needs to be done by April 15.

Council President McCarthy stated that essentially there was a 45-day turnaround. Ms. Kabel said that was correct. She clarified that the agencies were looking for funding to complete their projects.

Council member Brantley said that since the reprogramming of dollars, some of the projects funded were shovel ready, wherein others weren't ready to go. She explained the situation with a large amount that was funded to Marrionville. She clarified that they found a way to have Chinaka Real Estate put money up for some of the repairs. She stressed that these types of questions and concerns should be brought up during committee and not during a council meeting. Overall, she felt strong that they should keep the Citizen's Union intact.

Council member Walsh asked if it would help if they approved all but \$800k. Ms. Kabel said they factored \$700k into the reprogramming dollars. She explained that her department had a contractor go up on the roof at Marrionville to check the degree of repairs. It was found that when it rains, the roof continues to disintegrate and water pours in.

Council member Walsh asked if the deadline of May 1 was critical. He asked again if they took out \$800k, would the deadline be met. Ms. Kabel said the easiest manner to meet the deadline is by the approval of everything. Council member Walsh asked if there was any benefit to doing as he proposed. Ms. Kabel said no.

Council member Holloway commented to Ms. Kabel that she wasn't part of the city administration when the last roof was put on at Marrionville. He said that if the roof was put on without flashers, he disputed that the staff person went out to check the damage to the roof. He repeated that the roof at Marrionville was done previously and whoever did the contracting, was done incorrectly. Ms. Kabel said there wasn't anything on file with the city clerk to show a previous allocation to Marrionville. Council member Holloway disagreed and was adamant that there was a previous allocation. He expressed shame on her department if that information wasn't found.

Council President McCarthy stated that he disagreed with returning the item to committee. He expressed that the committee looks to the Citizen's Union recommendations for guidance. He further stated that if they wanted to be part of the decisions, then they should attend the committee meetings.

A roll call vote was requested.

It was clarified that a **yes vote = return the item to committee; a no vote = they will go forward with the vote**

**** MOTION FAILED TO RETURN THE ITEM TO COMMITTEE WITH TWO VOTES IN FAVOR AND SIXTEEN VOTES IN OPPOSITION**

Council member President McCarthy explained the Conflict of Interest forms were filled out by the committee members to avoid any conflicts they might have with voting for an item.

**** COUNCIL MEMBER CURWEN MOVED TO CONSOLIDATE THE FOLLOWING ITEMS FOR APPROVAL WHERE THERE WEREN'T ANY CONFLICTS OF INTEREST : ITEMS (3, 5, 11, 124, 23 and 27)**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**The Conflict of Interest form was submitted to the city clerk for the file*

Council member Holloway questioned why he should have to sign the form when he didn't have any conflict with any of the items. He said he didn't have to sign a form in the past and there was nothing written to indicate that he had to sign.

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER HOLLOWAY)**

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE ITEM#1**

**** COUNCIL MEMBER BRANTLEY SECONDED**

***It was noted that Council member Martinez had a conflict of interest with this item and would abstain from the vote.**

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER MARTINEZ)**

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE ITEM#7**

**** COUNCIL MEMBER PAOLETTO SECONDED**

***It was noted that Council members: A. Ayala, M. Ayala and Martinez had a conflict of interest with this item and would abstain from the vote.**

**** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND THREE ABSTENTIONS (COUNCIL MEMBERS: A. AYALA, M. AYALA and MARTINEZ)**

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE ITEM #24**

**** COUNCIL MEMBER LYONS SECONDED**

***It was noted that Council member Vizzo-Paniccia had a conflict of interest with this item and would abstain from the vote.**

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER VIZZO-PANICCIA)**

OTHER BUSINESS:

**** COUNCIL MEMBER BAKER MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA RE: REFERRAL AND SUBMITTAL OF TWO (2) NAMES TO SERVE ON THE CITIZEN'S UNION COMMITTEE**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BAKER MOVED TO SUBMIT AND REFER THE NAMES OF EDITH ANDERSON and RICHARDO GRIFFITH TO COMMITTEE (ITEM #13-09S)**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council member Vizzo-Paniccia announced that a promotional ceremony for the firefighters was held on February 11; the ceremony was well organized and attended by friends. She thanked all the firefighters in Bridgeport on behalf of the city council for their dedication and service to the city.

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



BILL FINCH
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 576-7271 Fax 332-5628
Collection Division 576-7266

ANNE KELLY-LENZ
Tax Collector

COMM#35-09 Referred to Miscellaneous Matters Committee on 2/16/10

DATE: January 25th 2010
TO: Committee on Miscellaneous Matters
FROM: Anne Kelly-Lenz *AKL*
SUBJECT: Refund of Excess Payments

I hereby request tax refunds for the accounts detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund requested.....

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
10 JAN 29 PM 12: 15

CitiMortgage Company
5280 Corporate Drive
Frederick, MD 21703

We no longer own the lien

Refund due: **\$12045.84**

Dagoberto Marante
2725 Main St.
Stratford, CT 06615

People's bank took a payment from an Stratford resident and credited Bridgeport's account

Refund due: **\$20,411.80**

COMM.# 37-09 Referred to ECD & Environment Committee on 2/16/2010.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

February 9, 2010

The Honorable City Council

45 Lyon Terrace

Bridgeport, CT 06604

RE: Proposed Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse

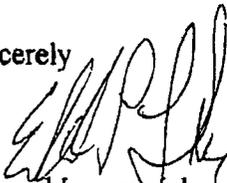
Dear Honorable Body:

The attached resolution contemplates a payment in lieu of taxes agreement for the aforementioned project, due to a fundraising mechanism which would temporarily invalidate the project's tax exempt status under the Bridgeport Municipal Code.

This resolution is co-sponsored by Councilwoman Susan Brannelly, Councilman Martin McCarthy, and Councilman Robert Curwen.

Please call me if you have any questions related to this matter. Thank you for your attention.

Sincerely


Edward Lavernoch

Deputy Director

Attach.

ATTEST
CITY CLERK
10 FEB 10 AM 9:22
RECEIVED
CITY CLERKS OFFICE

A Resolution by the Bridgeport City Council

Regarding the Proposed

Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse

WHEREAS, The Burroughs Community Center Inc. (Burroughs) is a 501c(3) non-profit organization located at and owning 2468 Fairfield Avenue (the Property) in Bridgeport, CT, with a mailing address of 2470 Fairfield Avenue; and

WHEREAS, since 1997, the Burroughs has offered youth and family programs at the Property, serving approximately 125 middle school students on an annual basis, while sharing its facility with other non-profit and community groups who make their programs available to the Bridgeport community; and

WHEREAS, Burroughs has long desired to serve more children in a greater variety of programs, and has a willingness to more fully utilize the Property for this purpose; and

WHEREAS, for more than a decade, Burroughs has received support, in the form of resources and community outreach services, from the Wakeman Memorial Association (Wakeman), a 501c(3) non-profit organization established in 1913 and located at 385 Center Street in Southport, operator of the Wakeman Boys & Girls Club, which serves approximately 3,500 children from Bridgeport, Fairfield, Westport, Weston, Easton and Trumbull in various facilities; and

WHEREAS, as part of a strategic partnership to serve a greater number of children, Burroughs will be transferring a portion of the Property to Wakeman's ownership for the construction of the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse (Clubhouse), a proposed project with an estimated cost of \$7 Million expected to serve more than 1000 children annually, predominantly Bridgeport children; and

WHEREAS, the Massachusetts Housing Investment Corporation (MHIC), has agreed to provide a portion of its New Market Tax Credit allocation from the U.S. Treasury Department's New Market Tax Credit (NMTC) Program; and

WHEREAS, approximately \$1.4 Million is anticipated to be raised for the Clubhouse project through NMTCs; and

WHEREAS, MHIC requires that a new 501c(3) corporation, the Wakeman Boys & Girls Club Corporation, be established to a) receive the tax credit proceeds, b) manage the other funding raised for the Clubhouse project, c) contract for the construction of the Clubhouse project, and d) own the Clubhouse for a period of 7 years; and

WHEREAS, after construction, Wakeman Boys & Girls Club Corporation will lease the Clubhouse to the Wakeman Memorial Association for 7 years, after which the Clubhouse will be transferred to the Wakeman Memorial Association; and

WHEREAS, during the 7 year period when the entity which owns the Clubhouse will be a different one than the entity that runs the programs; and

ATTEST
CITY CLERK
10 FEB 10 AM 9:22
RECEIVED
CITY CLERKS OFFICE

WHEREAS, Section 3.16.030 of the Bridgeport Municipal Code requires, among other things, that " More than twenty (20) percent of the real property is being used exclusively by the lessor for tax exempt purposes as outlined in the lessor's filing with the assessor."; and

WHEREAS, the primary intent of the aforementioned passage in the Municipal Code was to limit the proliferation of non-profits in Bridgeport that owned real estate for purposes other than for serving their charitable or educational missions as defined in State law; and

WHEREAS, the transaction described herein involves a single purpose entity that will hold property and exist for only a limited period of time solely for the purpose of financing and constructing a new facility; and

WHEREAS, the Clubhouse will be constructed on Property that has historically been property tax exempt, financed without any direct subsidy of the capital costs from the City of Bridgeport, and will serve a large population of Bridgeport youth; and

WHEREAS, the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse is not anticipated to create additional service burdens on the City of Bridgeport; and

WHEREAS, Section 7-498 of the Connecticut General Statutes allows for development property to be tax exempt and subject to a payment in lieu of taxes, when approved by a resolution of the local legislative body;

NOW, THEREFORE BE IT RESOLVED that the Bridgeport City Council authorizes the Mayor to enter into a Payment in Lieu of Taxes agreement for \$1 per year with the owner of the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse for the land and building, for a period not to exceed a total of 8 years.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-8144
Fax (203) 332-5568

ANDREW J. NUNN
CAO

BILL FINCH **COMM#39-09 Referred to ECD&E Committee on 2/16/10**
Mayor

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna C. Kabel, 
Deputy CAO for Central Grants and Community Development

RE: Program Year 36 Annual Action Plan
Community Development Block Grant (CDBG)
Emergency Shelter Grant (ESG), HOME Investment Partnership Program
Housing Opportunities for Persons with AIDS (HOPWA)

DATE: February 10, 2010

For the upcoming fiscal year, the U.S. Department of Housing & Urban Development (HUD) requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 36 which covers the period from July 1, 2010 to June 30, 2011. HUD requires municipalities such as Bridgeport to prepare a *Consolidated Plan* every five years and an *Annual Action Plan* in order for the City to apply for and receive funds under the following four formula grant programs: Community Development Block Grant (CDBG); Emergency Shelter Grant (ESG); Housing Opportunities for Persons with AIDS (HOPWA); and the HOME Investment Partnership Program. HUD has notified the City to expect the following entitlement awards for the next fiscal year:

Community Development Block Grant Program	\$3,554,413
Emergency Shelter Grant Program	\$154,971
HOME Program	\$1,651,598
HOPWA Program	\$914,776

The City advertised the anticipated availability of funding on December 30, 2009 and January 7, 2010. Applications became available on January 12, 2010 and the department conducted two technical assistance workshops on January 21st and 22nd. Applications will be accepted through February 12, 2010. The Citizens Union will host two public hearings on February 23rd and 24th and will conduct their deliberations on March 2nd and March 3rd. The Economic and Community Development and Environment Committee of the City Council will conduct their public hearings

during the week of March 29th. Staff will be available at all upcoming meetings and hearing to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the approval of the Program Year 36 Annual Action Plan. Please keep in mind that additional information will be provided to you as it becomes available. However, it is necessary to submit this resolution to you for initial consideration and referral to the ECDE committee in order to meet HUD's May 15, 2010 deadline.

Thank you for your consideration.

cc. Adam Wood, Chief of Staff
Andrew Nunn, CAO
Kelly McDermott, Senior Manager CG&CD

**CONSOLIDATED PLAN 2008-2013
PROGRAM YEAR 36 ANNUAL ACTION PLAN:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EMERGENCY SHELTER GRANT PROGRAM
HOME PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
DRAFT RESOLUTION**

WHEREAS, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, “to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons”; and

WHEREAS, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

WHEREAS, the City of Bridgeport has also developed a proposed *PY36 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2010-2011:

Community Development Block Grant Program	\$3,554,413
Emergency Shelter Grant Program	\$154,971
HOME Program	\$1,651,598
HOPWA Program	\$914,776

WHEREAS, four Public Hearings were held, two by the Citizens’ Union on _____, and two by the Economic and Community Development and Environment Committee of the City Council on _____, and a Draft Proposed Plan was developed and published for comment on _____ and the thirty-day comment period ended on _____ and _____ citizen comments were received on the Draft Proposed Plan; and

WHEREAS, the City Council of the City of Bridgeport accepts the *PY36 Action Plan* (as attached) as part of the City’s 2008-2013 *Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG) Program; HOME Investment Partnerships (HOME) Program; the Emergency Shelter

Grant (ESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; and

now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport and/or the designated individual is hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Emergency Shelter Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval.

ALLOCATIONS SCHEDULE
 CITY OF BRIDGEPORT
 ANNUAL ACTION PLAN - PY 36 (2010 – 2011)
 CDBG, ESG, HOME, HOPWA

12/30/09 and 1/7/10	Advertise availability of funds
1/12/10	Applications available
1/19/10 and 1/20/10	Technical assistance workshops
2/1/10	Notify Citizen Union Members
2/8/10	Advertise Citizens Union Public Hearings
2/12/10	Applications due
2/16/10	Draft PY36 Resolution, City Council refers to ECDE Committee
2/23/10 and 2/24/10	Citizen's Union Public Hearing (City Hall, Lyon Terrace – 6PM)
3/2/10 and 3/3/10	Citizen's Union meetings; draft plan (City Hall Annex, 2 nd fl. Rm A 6PM)
3/9/10	Advertise proposed plan
3/10/10	Proposed Plan to City Council for Review and action
3/15/10	City Council meeting, refers Proposed Plan to ECDE Committee for Public Hearings
3/15/10	Advertise ECDE Public Hearings
Wk of 3/29/10	ECDE Public Hearings
4/09/10	Thirty-day public comment period ends
Wk of 4/12/10	ECDE special meeting
4/19/10	City Council review and approval
5/14/10	City submits PY36 Annual Action Plan

36-09
RESOLUTION

City Council Member(s): Robert Curwen 138 District (D)
Michelle Lyons, D-134th Richard Paoletto 138 District (D)
AmyMarie Vizzo-Paniccia, Thomas McCarthy 133 District (D)
D-134th Robert Walsh 132 District (D)
Richard Bonney, D-135th Andre Baker 139 District (D); James Holloway, 139
Warren Blunt, D-135th Martin C. McCarthy 130 District (D)
Carlos Silva, D-136th Susan Brannnelly 130 District (D)
Angel DePara, D-136th Denese Taylor-Moye (D) 131 st
Lydia Martinez, D-137th M. Evette Brantley 132 District (D)
Manuel Ayala D-137th Howard Austin 133 District (D);
RE: Resolution opposing proposed site of the girls' juvenile detention
location on Virginia Avenue

Introduced at a meeting of the City Council, held:
February 16, 2010

Referred to: Immediate Consideration

Whereas, Governor Rell has proposed establishing a second juvenile
detention facility in the city of Bridgeport; and

Whereas, the proposed site is zoned as A residential; and

Whereas, establishing this facility in this neighborhood will have a
significant negative impact on the quality of life and the economic
(D) development in that area; and

Whereas, other sites both inside of the city and outside of Bridgeport
have been identified and forwarded to the governor's office which the
state could use; some at significantly less cost to the state taxpayers;
and

Whereas the City Council of the city of Bridgeport along with the
taxpayers and residents are overwhelming opposed to this location;

Be it resolved that the City Council urges Governor Rell to drop her
plans for the juvenile facility on Virginia Avenue; and

Be it further resolved that the City Clerk forward to the members of
the state Bonding Commission copies of this resolution upon passage.

Attest: 
City Clerk

Mayor

RECEIVED
CITY CLERKS OFFICE
FEB 10 AM 9:33
CITY CLERK

MEETING DATE: February 16, 2010

NO. 36-09

COMMITTEE: IMMEDIATE CONSIDERATION

REFERRED TO COMM.:

SUBJECT: RESOLUTION OPPOSING PROPOSED SITE OF THE GIRLS' JUVENILE FACILITY ON VIRGINIA AVENUE.

MOTION BY: Paoletto

2ND BY: Curwen

APPROVED DENIED Tabled REF. TO COMM.

REMARKS: Robert Curwen / Walsh
Paoletto

	YES	NO
Susan T. Brannelly		
Martin C. McCarthy		
Anderson Ayala		
Denese Taylor-Moye		
M. Evette Brantley		
Robert S. Walsh		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia n. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

RECEIVED
CITY CLERKS OFFICE
10 FEB 17 AM 9 17
ATTEST
CITY CLERK

* amendment - entire Council joined to sign Resolution - approved -

State of Connecticut



Office of the State Comptroller

Bond Allocation Database

What is the Bond Allocation Database?

State of Connecticut Bond Commission Members

What Information Is Contained in the Bond Database?

Limitations of the Bond Database

Overview of the Bond Allocation Process

Other Useful Links

Bond Allocation Database Home Page

What is the State Bond Commission?

The State Bond Commission is a ten-member body that is empowered under the Connecticut General Statutes to allocate bond funds to finance specific projects and purposes. The State Bond Commission is made up of the governor, three state constitutional officers, four state legislators and two state agency heads.

Who are members of the State Bond Commission?

The members of the State Bond Commission include:

- The Honorable M. Jodi Rell, Governor and Chairman
- The Honorable Robert L. Genuario, Secretary of the Office of Policy and Management and Secretary
- The Honorable Denise Nappier, State Treasurer
- The Honorable Nancy Wyman, State Comptroller
- The Honorable Richard Blumenthal, Attorney General
- The Honorable James T. Fleming, Commissioner of the Department of Public Works
- The Honorable Eileen M. Daily, State Senator and Co-Chair, Finance, Revenue and Bonding Committee
- The Honorable Cameron C. Staples, State Representative and Co-Chair, Finance, Revenue and Bonding Committee
- The Honorable William H. Nickerson, State Senator and Ranking Minority Member, Finance, Revenue and Bonding Committee
- The Honorable Craig Miner, State Representative and Ranking Minority Member, Finance, Revenue and Bonding Committee

Return to [Bond Allocation Database Information Home Page](#)

Return to [Comptroller's Home Page](#)

Wilson, Frances

From: McCarthy, Tom
Sent: Wednesday, February 10, 2010 10:37 AM
To: Murray, Ann; Wilson, Frances
Subject: Re: Resolution for submission from Walsh

Ann and Frances, I approve of the immediate consideration. Tom

----- Original Message -----

From: Murray, Ann
To: Wilson, Frances; McCarthy, Tom
Sent: Wed Feb 10 09:16:29 2010
Subject: FW: Resolution for submission from Walsh

Tom: Please forward your approval for Mr. Walsh's resolution to appear for IC to Fran Wilson. Thanks.

From: Bob Walsh [bwalsh@tbtalk.com]
Sent: Tuesday, February 09, 2010 4:23 PM
To: Murray, Ann
Cc: Hudson, Fleeta; McCarthy, Tom; Curwen, Robert; Paoletto, Richard; Baker, Andre (external)
Subject: Resolution for submission

Attached is a resolution concerning the proposed girls' facility on Virginia Avenue.

I have marked it for immediate consideration and have already discussed this with the council president.

The item is extremely time sensitive and is expected to be acted upon the next time that the State Bond Commission meets at the end of the month.

38-09

Referrals:

COMMUNICATION

FROM: Lynn Kerwin, Assistant Chief
Bridgeport Police Department

Re: Proposed Agreement with Switzer Associates for recruitment consultant
for the Bridgeport Police Department.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: February 16, 2010

ADOPTED: _____

ATTEST: _____



APPROVED: _____

Mayor



City of Bridgeport
DEPARTMENT OF POLICE
OFFICE OF THE CHIEF

300 Congress Street • Bridgeport, Connecticut 06604 • (203) 581-5111 • Fax (203) 576-8130

JOSEPH L. GAUDETT, JR.
Acting Chief of Police

February 10, 2010

COMM #38-09 Referred for IMMEDIATE CONSIDERATION on 2/16/10

Fleeta C. Hudson
Office of the City Clerk
45 Lyon Terrace
Room 204
Bridgeport, CT 06604

Dear Ms. Hudson:

Please accept this letter as a formal request from the Bridgeport Police Department to be included on the February, 16th, 2010 City Council agenda. The matter to be heard involves the Police Department's efforts to comply with the guidelines set forth by the Interim Modification Order (United States DISTRICT COURT - DISTRICT OF CONNECTICUT, Civil Case No. 5:78cvL75) dated March 12, 2009.

One aspect of the court order is dedicated to the "recruitment of minority and female candidates for entry-level positions." In addition to recruitment, the order mandates an overall assessment of our current hiring process and identification of any potential disparate impact. To insure the highest level of compliance, it was agreed upon by all involved that the Police Department would hire a consultant to oversee the recruitment and hiring process for the upcoming police recruit classes.

Subsequent to a formal bidding process (RFQ PDB13101) and in accordance with the Purchasing Ordinance Section E. (1) (b) "Quality-Based Selection as a Final Selection Process", it was determined by the selection committee that the Switzer Associates was the most qualified firm. The selection committee was comprised of the Director of Labor Relations, the Director of Civil Service, the small and Minority Business Resource Office and representatives from the Bridgeport Police Guardians and Hispanic Society.

On February 4, 2010, the matter was brought before the Board of Public Purchases who unanimously voted to approve the selection of Switzer Associates.

The anticipated recruit class will be funded with a grant that was awarded to the City of Bridgeport from the Department of Justice COPS Hiring Recovery Program (CHRP) - (American Recovery and Reinvestment Act).

RECEIVED
CITY CLERKS OFFICE
10 FEB 10 AM 11:35
ATTEST
CITY CLERK

Like the Interim Modification Order, the grant dictates compliance in several areas including the timely hiring of a new recruit class. Because of the time constraints of both the COPS grant and Interim Modification Order, we are requesting immediate consideration ~~for referral to the Contracts Committee.~~ FW

Your attention to this matter is greatly appreciated. If you have any questions, please feel free to contact me at 203-581-5117.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lynn A. Kerwin".

Assistant Chief Lynn Kerwin



City of Bridgeport
DEPARTMENT OF POLICE
OFFICE OF THE CHIEF

300 Congress Street • Bridgeport, Connecticut 06604 • (203) 581-5111 • Fax (203) 576-8130

JOSEPH L. GAUDET, JR.
Acting Chief of Police

January 22, 2010

Bernd Tardy
Director of Purchasing
Room 324 Lyon Terrace
Bridgeport, Ct 06604

RE: RECRUITMENT CONSULTANT RFQ PDB13101

As you may be aware, there were four respondents to the above referenced request for qualifications: **The Marquin Group, LLC, Switzer Associates, Public Safety Strategies Group, and Traaen & Associates LLC**. The selection committee was comprised of *The Director of Labor Relations, The Director of Civil Service, The Small and Minority Business Resource Office and the Stakeholder, The Bridgeport Police Department.*

In accordance with the Purchasing Ordinance Section E.(1)(b) "Quality-Based Selection as a Final Selection Process", it has been determined that Switzer Associates is the most qualified firm. The Selection Committee believes the services requested are "unique and that the nature of the project requires selection criteria where the knowledge and experience of the organization is paramount and in the best interest of The City of Bridgeport".

Some of the highlights and specific **Evaluation Criteria** that helped the committee to arrive at this decision are as follows:

SECTION III B. 2(a) - "Firms that have experience with Police Departments and Criminal Justice Agencies"

- Switzer Associates personnel have provided recruitment and retention oriented projects for several law enforcement organizations across the country including the Los Angeles Police Department, the Sacramento Sheriff's Department and Delaware State Police.
- Janeshia Robinson (team member) was instrumental in the development and implementation of the LAPD's strategic recruitment plan to successfully achieve the Mayor and Chief William Bratton's hiring initiative to attain a "diverse" sworn police force of 10,000 active officers.
- John Yeomans (team member) was responsible for revolutionizing the Delaware State Police Agency's approach to recruiting "qualified" minority applicants.

SECTION III B. 2(b) - "Administrative, Innovative and Customer Services"

- Switzer Associates qualifies with respect to "*timeliness*". They are immediately available, and will begin our project early February. This

initial site visit will include among other things a 2-day training class for all recruiters and project coordinators.

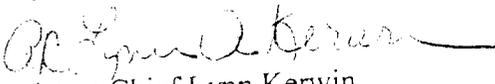
SECTION III B. 2(c) – “Years of Experience”

- Switzer Associates has a collective base of nearly *60 years of law enforcement experience* with significant expertise in recruitment, hiring, and retention.

Following an extensive process of evaluation, Switzer Associates has acquired the greatest number of points in accordance with the pre-determined grading system. Subsequently, the Selection Committee is requesting that the “Board of Public Purchases” awards the “right of contract” to Switzer Associates and provides the opportunity to The Bridgeport Police Department the pleasure of working with Switzer Associates.

Your attention to this matter is greatly appreciated. You may contact me at 203.581.5117 with any questions.

Respectfully Submitted:


Assistant Chief Lynn Kerwin

City of Bridgeport

Recruitment Consultant for the Bridgeport Police Department – Proposal

**RFQ/RFP – PDB13101
Revised – January 20, 2010**

SWITZER | ASSOCIATES
LEADERSHIP | SOLUTIONS

Table of Contents

Mandatory Submission Requirements	3
Cover Letter & Statement of Interest	3
Introduction	4
Background	4
Bidder Information	6
Non-Collusion Affidavit	6
Statement of Qualifications	7
Why Switzer Associates...Leadership Solutions	9
Evaluation Credits	13
Plan of Operations	14
A. End-to-End Review of Recruitment Process and Practices	14
B. Recruiter Training	17
Client References	19
Proposed Contract	20
Fees	21
Agency Cooperation	22
Other	22

Attachments

- One – Bidder Information
- Two – Non-Collusion Affidavit
- Three – Resumes/Vitas
- Four – Detailed Client List
- Five – Proposed Contract

Mandatory Submission Requirements

Cover Letter and Statement of Interest

January 3, 2010

City of Bridgeport
Department of Public Purchases
45 Lyon Terrace, Room 324
Bridgeport, CT 06604

Re: Cover Letter & Statement of Interest for RFQ/RFP – PDB13101

To Whom This May Concern:

The purpose of this cover letter is to express interest in the Recruitment Consultant RFQ/RFP for the Bridgeport Police Department, bid number PDB13101. The following information is being provided, as requested:

Name of Bidder: Switzer Associates...Leadership Solutions
Representative: Merlin E. Switzer

Contact Information: P.O. Box 944
Rocklin, CA 95677

Email: change@surewest.net
Phone: (916) 788-1094
Fax: (916) 788-7457 (Notice required)

I am authorized to sign/approve this contract, if awarded.

I am happy to answer any questions and look forward to working with the City of Bridgeport and the Bridgeport Police Department.

Sincerely,

Introduction

The focus of this proposal is to help the Bridgeport Police Department significantly improve the police officer recruitment process, making it more attractive to protected classes with an overall goal of having a more diverse candidate pool from which to hire. Further, this approach will help the Bridgeport Police Department in its efforts to comply with the Remedial Order.

The Bridgeport Police Department has been subject to complaints and lawsuits over the years alleging disparate impact on the recruitment and promotion of protected classes. The result has been court ordered sanctions against the police department, resulting in a 1983 Remedial Order of the District Court, which established a "Special Master" to receive and review complaints of racial discrimination.

An Interim Modification Order was approved in March 2009, which articulated a number of steps the Bridgeport Police Department is to take in order to comply with the order. Such steps are to be in place by September 1, 2010 if the order is to be vacated. The order also recognizes that the police department has taken steps to address these issues; one example being the diversity of senior leadership over the past 10 years.

Background

The City of Bridgeport, sometimes referred to as "Park City," has an ethnically diverse population of approximately 136,000, making it the largest city in Connecticut. Statistics on the Internet indicate the city's population is approximately 32 percent Hispanic, 31 percent Caucasian, 31 percent African American, and the remaining 6 percent a mix of other races. The city is 16 square miles with a population density of approximately 8,526 citizens per square mile, which is high.

The city's population has a lower median age than the state's average (31.4 vs. 37.4) and a significantly lower per capita income (\$20,571 vs. \$35,904). Additionally, the city's crime rate is considered high as compared to the U.S. average crime rate.

The Bridgeport Police Department has about 427 police officers to serve the city...an officer/citizen ratio of about 3.0. According to one source, police officers make an average of \$75,000 per year. Community policing is embraced as a policing philosophy by the department, according to the article, "Segway® PTs Give a Big Boost to Community-Based Policing."

While the average salary for a police officer is attractive, finding qualified candidates may be challenging considering the education level within the city as compared to the State of Connecticut's overall population. According to one source, the city's population has double the number of people who have less than a high school education and half the number with Baccalaureate and Master's Degrees as compared to the state, as a whole.

An estimated 29,000 of the city's citizens are foreign born, nearly double the state average. Of those who are foreign born, 12 percent are from Latin America, 4.7 percent from Europe, and 3 percent from Asia. This can present recruitment challenges due to the experience with police in other countries resulting in a lack of trust. Further, depending on state law, non-citizens may not qualify to be peace officers.

Mayor Bill Finch's Mission Statement lists these objectives:

- * Making our streets and citizens safer
- * Revitalizing our neighborhoods
- * Ensuring a vibrant, diverse community

Community policing is an appropriate policing philosophy for these objectives. However, an important element of successful community policing involves having a police force that reflects the community it serves. In fact, the U.S. Department of Justice funded a series of community policing grants, *Innovations in Police Recruitment and Hiring - Hiring in the Spirit of Service*, aimed at helping departments hire service oriented officers. Several of the grants focused on strategies to help recruit and retain officers that better reflected their respective communities.

Mr. Switzer has an extensive background in community policing. He was at the forward edge of his department, the Sacramento Sheriff's Department, in advancing community policing. He coordinated the development of an extensive community policing strategic planning effort in 1998. During this initiative, he sent or led teams to visit twenty-five of the most progressive community policing organizations in the U.S. and Canada. He spoke at the San Diego Problem-Oriented Policing Conference twice and at the National COPS Conference in Washington, D.C in 2004 and 2006.

More importantly, however, is the collective police officer recruitment experience among the members of this team. The Statement of Qualifications provides a brief overview of a team specifically assembled to address the recruitment issues of the Bridgeport Police Department. This team has the experience to assess recruitment practices and develop a recruitment strategic plan that will provide a comprehensive approach to improving recruitment. Further, the team has the capability to help the Bridgeport Police Department develop a plan to create workplace conducive to all workers.

Bidder Information – See Attachment One

Non – Collusion Affidavit – See Attachment Two

Statement of Qualifications

Qualifications of Bidder and Associates

This team is comprised of four highly qualified individuals. An overview of each team member is provided below. More extensive resumes are available in Attachment Three.



Merlin Switzer is a retired Sacramento Sheriff's Captain. Mr. Switzer retired after twenty-eight years to pursue his passion of helping leaders be more effective. He has spoken extensively on peace officer recruitment and retention. He authored the Recruitment and Retention of Peace Officers – Best Practices Update in 2006 and the Recruitment Strategic Planning Guide in 2009 for the California Commission on Peace Officer Standards and Training. He has coordinated large Recruiter Workshops for California Police Recruiters. Mr. Switzer has had significant experience in community policing, overseeing the development of the Sacramento Sheriff's Community Policing Strategic Plan. He holds Master's Degrees in Criminal Justice and Public Administration. He anticipates completing a Doctor of Strategic Leadership in the summer of 2010.



John Yeomans is a retired Delaware State Police Captain. John retired in 2007 following a twenty-five year career to become the National Director for Criminal Justice services for Appriss Inc. In 2001, while serving as the Director of Human Resources, John developed a strategic recruitment plan that would revolutionize the agency's approach to recruiting qualified minority applicants. Recruit classes transitioned from minimal minority representation to classes rich in diversity. John has spoken to a wide range of police audiences at several nationally recognized conferences on the topic of minority recruitment. John is an adjunct instructor for the I.A.C.P. and also assisted the agency in the development of a recruitment toolkit. John holds a Master's Degree in Human Resources Management. John is an adjunct professor for Wilmington University.



Janeshia Robinson has worked for the City of Los Angeles Police and Fire Departments for over ten years. During her tenure, she has steadily promoted through the ranks working on community education and development programs, conducting employee training, spearheading critical operations' projects and managing strategic diversity recruitment and retention solutions. A graduate of Georgetown University, Janeshia has a history of success in strategic planning, organizational development, staff recruitment, training and retention programs, project management, and event planning. Most notably, she was instrumental in the development and implementation of the LAPD's strategic recruitment plan to successfully achieve Mayor Antonio Villaraigosa and Chief William Bratton's hiring initiative to attain a sworn police force of 10,000 active officers.

Photo Not
Available

Dr. Meyers is a professor at California State University, Sacramento and is an expert in test validation and test development. He has been providing consulting services in this field for over 30 years. With respect to the present proposal, some of his credentials are as follows. Dr. Meyers consulted with the California State Department of Fair Employment and Housing between 1986 through 1992 dealing with disparate (adverse) impact and test validation issues. He has also been a consultant to the San Francisco Police Officers Association and the Sacramento Municipal Fire District providing evaluations of selection tests.

Dr. Meyers supervised the development of several entry level selection tests for the Corrections Standards Authority, California Department of Corrections and Rehabilitation. Further, for about 11 years, Dr. Meyers represented the San Francisco Police Officers Association as one of three experts overseeing the City and County of San Francisco under a Federal District Court Consent Decree for police officer testing for promotional positions. The three experts supervised the City and their contractors, and reported directly to the Auditor Monitor who reported directly to Judge Peckham. In that capacity, Dr. Meyers worked with an expert representing the City and another representing the U.S. Department of Justice, the two other parties to the litigation having expert representation, to shape the entire police testing process to ensure that it met professional standards of validity and minimized disparate impact.

Why Switzer Associates...Leadership Solutions?

Switzer Associates...Leadership Solutions was born out of a desire to help leaders become more effective and organizations reach new heights in performance, particularly leaders and organizations in the public sector. Switzer Associates...Leadership Solutions has worked with more than forty local, state, or federal government entities since 2004. More than seventy percent of current clients are repeat or referral.

Switzer Associates offers a team of dedicated professionals with a collective experience base of nearly sixty years of law enforcement experience, as well as significant expertise in recruitment, hiring, and test validation. Each member of the team has an impressive background, as noted in the Statement of Qualifications and resumes/vitas. In brief, here are some highlights about each of the team members:

- Merlin Switzer
 - Doctor of Strategic Leadership...Anticipated graduation-Summer 2010
 - Bachelor and Master Degrees in Criminal Justice
 - Master Degree in Public Administration
 - Authored – Recruitment and Retention of Police Officers...Best Practices Update, published April 2006 (217 pages)
 - Authored – Recruitment Strategic Planning Guide, due to be published in early 2010
 - Sacramento Sheriff's Department (1977-2004), retired at rank of Captain
 - Commander of Training Division (9 months)
 - Commander of North Central Division/Station (4 years)
 - Commander Work Release Division (1 year)
 - Assistant Commander, Administrative Division (2.5 years) – Oversight of Recruitment Unit and EEOC hiring efforts.
 - Management Fellow – Commission on Peace Officer Standards and Training (1990), Coordinated development of a law enforcement regional testing program in East Bay Area involving fifteen law enforcement agencies
 - Conference speaker on Recruitment and Retention of Peace Officers

- John Yeomans
 - Masters Degree in Human Resource Management
 - Delaware State Police (1982-2007)
 - Troop Commander
 - Director of Human Resources (2 years, plus another 4 years working in HR)...revolutionized agencies approach to recruiting qualified minority candidates in the face a federal litigation threat over adverse hiring practices.

- Instrumental in developing innovative programs
 - Assisted the International Association of Chiefs of Police in the developing a recruitment toolkit
 - Instructor:
 - Pre-Employment Background Investigations and Recruitment
 - Retention Strategies for the 21st Century.
 - National Law Enforcement Recruiters Association (NLERA) – Police Recruiting and Retention

- Janeshia Robinson
 - Bachelor Degree, International Law and Organization
 - City of Los Angeles (2001-Present)
 - Senior Personnel Analyst/ Diversity Recruitment Specialist, 2006 to Present

Responsible for the recruitment and selection of public safety positions in the Los Angeles Police Department (LAPD) and Los Angeles Fire Department (LAFD).

 - Played a key role in ensuring the success of the 3-year plan to meet the goal established by the Mayor and Chief of Police to reach a staffing level of 10,000 LAPD Police Officers
 - Draft and manage \$2.3M LAPD Recruitment Activity & Media campaign
 - Draft and manage the annual \$100K budget for LAFD
 - Drafting and implementation of Strategic Recruitment Plans for the Los Angeles Police and Fire Departments
 - Diversity recruitment strategy development
 - Management Assistant II/ Recruitment Analyst, 2001 to 2004

- Dr. Larry Meyers
 - Ph.D. in Experimental Psychology
 - Professor, California State University, Sacramento (1981–present)
 - Authored about three dozen published research papers, the general content areas of which include: test validation; assessment and measurement; survey and instrument construction; learning, memory, and cognition; information processing; human factors/human engineering; and database design.
 - Contracts/Consulting – From about the middle 1970s to the present, Dr. Meyers has been involved in consulting within the general areas of industrial as well as experimental psychology, the content of which has included psychometrics, job and content analysis, test and survey construction, test validation, program evaluation, multivariate research design, and data interpretation.
 - Federal consent decree oversight for the City and County of San Francisco

- Expert witness in law enforcement disparate litigation

As one can see, three of the team members have extensive law enforcement backgrounds. Collectively, team members have experience and/or extensive knowledge relevant to recruitment, retention, selection and hiring, conducting surveys, developing and implementing creative programs, policing methods, and community policing.

These team members have a strong desire to help the Bridgeport Police Department improve recruitment and hiring processes by combining their knowledge and expertise, collaboratively with members of the Bridgeport Police Department, to identify and prioritize strategies that fit with the unique factors present in police department and the community it serves. In short, we can help your agency move forward.

Switzer Associate...Leadership Solution Client List*

Adventure Christian Church and School	Los Altos Police Department
Butte Sheriff's Department	Los Angeles County Police Department
City of Citrus Heights Leadership Program	Los Angeles Police Department
Colorado RCPI	Los Rios Community College – Public Safety Training Center
CA Bureau of Automotive Repair	Modesto Police Department
CA Commission on Peace Officer Standards & Training	National Sheriff's Association
CA Contractor's State Licensing Board	Ontario Police Department
CA Department of Education	Placer Processing Systems
CA Department of Health and Human Services Data Center	Prison Industries Authority
CA Department of Insurance - Fraud Investigations Division	PWA Insurance
CA Department of State Parks	Reeve-Knight Construction
CA Department of Transportation	Rock of Roseville Church
CAL FIRE	Roseville Police Department
CA Department of Managed Health Care	Sacramento Inter-Governmental Training Council
CA Network of Learning Professionals	Sacramento Police Department
CA Office of Statewide Health Planning and Development	Sacramento Sheriff's Department
CA Public Employee Labor Relations Association	Sacramento START
CA State Compensation Insurance Fund	San Carlos Police Department
CA State Sheriff's Association	San Diego Regional Training Center
Chula Vista Police Department	San Juan Unified School District
CPS	Shaffer Paving
Delaware State Police	Sioux City - City Manager
Directors of Volunteers in Agencies	Sioux City - Police Department
Fresno Police Department	Solano County Probation
Fresno District Attorney's Office	South Lake Tahoe Police Department
Grass Valley Police Department	Tacoma Police Department
Host Airport Hotel	Tuolumne County Sheriff's Office
HP	UC, Merced - Small Business Development Center
International Association of Law Enforcement Planners	U.S., Department of Justice, COPS Division
International Public Management Association Annual Conference	West Sacramento Police Department
	William Jessup University
	Youth Service Provider Network

* See Attachment Four for more detailed information

Evaluation Credits – N/A

Plan of Operations to Address Scope of Work – Revised (01/20/10)

The scope of work detailed in the following two areas (A-B). A plan of operations is provided for each of the areas below.

A. Conduct an end to end review of the current recruitment process and practices.

Conducting an end-to-end review would consist of the following:

- Assessment of recruitment strategic planning
- Assessment of the selection process for Police Officer
- Assessment of recruitment strategies
- Assessment of organizational strengths/weaknesses for recruitment

An outline of what each of these assessment elements is outlined below. Following the assessment process, it is recommended that a recruitment strategic plan be developed to identify and prioritize next steps, which will guide the implementation of a recruitment and hiring process that will address the department's efforts to improve diversity hiring.

1. Assessment of recruitment strategic planning

a. Current recruitment plan review

- i. What planning and developing strategies to enhance recruitment and retention is the agency currently using?
- ii. This would include a review of the following:
 1. Written recruitment and retention strategic planning documentation
 2. Recruitment and advertising budget
 3. Selection criteria and training schedule for recruiters
 4. Hiring and retention goals, including diversity objectives JR
 5. Overview of global trends in peace officer hiring and retention

b. Approach:

- i. Review of recruitment documentation including any strategic plan and related documentation
- ii. Interviews, including Chief, HR, and recruitment staff
- iii. Write up

2. Assessment of selection process for Police Officer

a. Start-to-finish review of the steps in the selection process

- i. How do candidates know how & when to apply?
- ii. This step would assess the following:
 1. Testing cycles
 2. Job description and announcement

3. End-to-end review of the selection process
 4. Length of time to complete each step
 5. Contact with applicants through the process
 6. Analyze the drop out, stage of dropout, and pass/fail rate for protected classes versus Caucasian males
 7. Comparison of starting pay and benefits with comparable agencies
- b. Approach
- i. Assessment of civil service rules and regulations
 - ii. Survey department personnel regarding ideas to improve recruitment
 - iii. Focus groups of protected classes
 - iv. Review of statistics associated with where people drop out or fail during the selection process, if available
 - v. Survey comparable agencies
3. Assessment of recruitment strategies
- a. Current recruitment activity review
- i. What strategies are being used to recruit new police officers?
 - ii. This assessment would include a review of:
 1. Branding – Message/look of advertising
 2. Media Calendar
 3. Website
 4. Internet advertising
 5. Employee Referrals
 6. Career fairs
 7. Community & Interdepartmental collaboration
 8. Canvassing
- b. Approach:
- i. Review recruitment advertising, such as print media (brochures, flyers, posters, newspaper or other advertisement), or website
 - ii. Review of past recruitment activity records, including lists of where recruiters set up booths, made presentations, etc.
 - iii. Survey recent new hires to determine what recruitment strategy got their attention and what they liked or did not like about the selection process, as well as what characteristics of the department contributed to them accepting employment
 - iv. Review of information provided to applicants at different phases of the process
4. Assess Organizational Strengths/Weaknesses for Recruitment
- a. Organizational Change Readiness
- i. Executive sponsorship
 - ii. Stakeholder support

- iii. Rank and file buy-in
- iv. Community adoption
- b. Agency Reputation
 - i. Stakeholder Relationships – What is the relationship between the police department and key stakeholders, other city departments (like HR), schools, colleges, churches, community-based organizations and the public?
 - ii. Conduct community focus groups, especially targeting segments of the community representing protected classes.
- c. Agency Accessibility
 - i. What does the agency have to offer potential candidates?
 - ii. Is Bridgeport PD an employer of choice? And why?
 - iii. What are the perceived and actual hire and promotion rates for protected classes?
 - iv. What are the promotional and specialization opportunities available to officers?
- d. Approach
 - i. Interview with Chief, HR, and recruiters
 - ii. Survey of staff
 - iii. Conduct five focus groups (cross-section of dept. - 2, Hispanics - 1, African American - 1, and female - 1)
 - iv. Conduct four Stakeholder focus groups
 - v. Review data relative to hiring, promotion, and assignment to specialized positions

Based on the assessment results, a recruitment strategic plan will be developed to provide the Bridgeport Police Department with a comprehensive strategic recruitment plan customized to provide a roadmap to increased diversity hiring.

5. Develop a recruitment strategic plan to include, but not necessarily limited to:
- a. Laying a solid foundation
 - i. Select a project coordinator
 - ii. Identify an executive sponsor
 - iii. Develop a partnership with HR
 - iv. Establish strategic planning time frame
 - b. Project hiring needs
 - i. Evaluation of internal factors
 - 1. Current number of vacancies
 - 2. Comparison of department demographics with those of the city, at large
 - ii. Evaluation of external factors
 - 1. Projected residential and business growth

2. External factors that will impact hiring, such as annexations
 3. Changes in community demographics
 4. Approved development(s)
 5. Changes in funding or service priorities
 6. Local hiring landscape...what is happening with other employers in the area
 7. Regional trends in pay/benefits
 8. Who are stakeholders that may impact the selection and hiring process?
- iii. Total hiring need
 - iv. Diversity goals
 - v. Annual hiring needs for the next 3 years
- c. Identify characteristics of an ideal candidate
 - d. Develop ideas for a Bridgeport Police Department Brand
 - e. Develop recommendations for a marketing plan
 - f. Selection, hiring & training of Recruiters
 - g. Recommendations for personalizing the recruitment process
 - h. Recommendations for improving the recruitment/hiring process
 - i. Develop a proposed recruitment budget
 - j. Establishment of recruitment activity/strategies and testing goals and objectives
 - k. Implementation of program evaluation/performance measures

B. Recruiter Training

Contractor will provide a two-day recruiter training session. A needs assessment will be conducted of department recruiters. Based on the assessment results, a two-day training session will be provided to help recruiters be more effective in their role.

Notes

We strongly recommend the establishment of an internal working group, comprised of a diverse group of people committed to making the Bridgeport Police Department a better place to work. This group should have executive membership/sponsorship and the backing of the Chief of Police. We prefer to work with such a group.

Ongoing support may include:

- Develop an annual review process, looking out three years
- Conduct follow-up surveys annually
- Meet with the workgroup and/or other stakeholders to develop and implement an organizational health improvement plan or related plans
- Review and assess progress and modify strategies, as appropriate

Other support options Switzer Associates...Leadership Solutions can assist with include:

- Conduct a Team Building Workshop for the Chief of Police and his leadership team to focus on supporting these initiatives, improve communication, develop a leadership team vision, improve community policing efforts, address implementation of plans to improve department operations, etc. Discriminatory issues are fundamentally a leadership issue. Leadership must set the tone for the organization.

Mr. Switzer is a CA Commission on Peace Officer Standards and Training approved Team Building Workshop provider.

- Develop a leadership succession plan
- Conduct Diversity Training utilizing Inscape Publishing's Discovering Diversity Profile.
- Conduct leadership training on developing high performing teams, leading change, and/or understanding behavioral style.

Switzer Associates...Leadership Solutions is very responsive to clients. References will attest to our responsiveness and client-centered approach.

Client References

Mike Hooper

Bureau Chief, Center for Leadership Development
California Commission on Peace Officer Standards and Training
1601 Alhambra Blvd.
Sacramento, CA 95816-7083
(916) 227-4805

mike.hooper@post.ca.gov

Project: Considerable work on Recruitment and Retention, including the Best Practices in Recruitment and Retention of Police Officers and the Recruitment Strategic Planning Guide.

Chief John Foster

Grass Valley Police Department
129 South Auburn Street
Grass Valley, CA 95945
(530) 274-4380

jfoster@gvdpd.net

Project: Review of recruitment and retention policy and practices, as well as two team building workshops.

Captain Tom Aguigui

Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054
(760) 435-4996

Taguigui@ci.oceanside.ca.us

Project: Facilitate strategic planning process.

Chief David Bejarano

Chula Vista Police Department
315 Fourth Ave.
Chula Vista CA 91910

DBejarano@chulavistapd.org

(619) 691-5183

Project: Team Building Workshop specifically focused on community policing and succession planning.

Proposed Contract – See Attachment Five

Fees – Revised (01/20/10)

An estimated 310 hours are needed to complete the scope of work. The fees for this proposal are \$56,340.87. Table One provides an estimate of travel expenses associated with this project at \$10,660. The total estimated project costs are \$67,000.87.

Expenses shall be reimbursed and include mileage (.50/mile), airport parking, airfare, rental car or taxi, and copies. Federal per diem rates for of \$168 for lodging, food and incidentals were used to estimate travel expenses. Travel time to the city is not part of the estimated time and will not be billed.

Upon commencement of the work, the City of Bridgeport will be invoiced monthly. Invoices are due and payable within 30 days.

Additional work outside the scope of work addressed in this proposal will be billed at \$190 per hour.

Table One – Estimated Travel Expenses

Name	Trip Purpose	Days	P/D	P/D Total	Air	Rental Car	Mileage	Parking	Totals
Switzer	Initial on-site assessment	5	168	840	450	357	26	90	1763
Yeomans	Initial on-site assessment	5	168	840	350	0	26	90	1306
Robinson	Initial on-site assessment	5	168	840	450	0	26	90	1406
									4475
Switzer	Facilitate a stakeholder meetings	3	168	504	450	325	26	75	1380
Yeomans	Facilitate a stakeholder meetings	3	168	504	350	0	26	75	955
Switzer	Recruiter Training	3	168	504	450	325	26	75	1380
Switzer	Report Findings/Mtgs	2	168	336	450	290	26	75	1177
Yeomans	Report Findings	1	168	168	350	0	26	45	589
Robinson	Report Findings	1	168	168	450	0	26	60	704
									2470
							Grand	Total	10660

Agency Cooperation

In order for this process to have credibility and serve the overall intent of the Remedy Order, the consultant team requests that the Chief designate an executive sponsor who will support and assist in the reasonable collection of data, such as:

- Letter of Intent from the Chief and elected officials regarding the police hiring goals
- Letter of Support from the Office of the Chief encouraging department employee participation in recruitment
- Providing copies of requested recruitment documentation, statistics, and other related information pertaining to the scope of work
- Facilitating staff surveys, focus groups, and/or interviews
- Assisting in setting up community focus groups

We encourage the establishment of a Recruitment Committee comprised of a cross-section of the police department, including participation of protected classes, particularly Hispanic, African American, and female officers. The consultant team will work with the Recruitment Committee where possible.

Other

The following items are for clarification of responsibilities for this proposal:

1. We are prepared to start this project in timely manner and anticipate substantive work beginning with an on-site visit in the latter part of March contingent upon coordination with the police department.
2. The scope of this proposal may be changed upon the concurrence of the Bridgeport Police Department and Switzer Associates.
3. Switzer Associates is willing to coordinate with other vendors who may be working for the Bridgeport Police Department on recruitment related issues. There may be additional fees involved.

(Handwritten initials)

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
RECRUITMENT CONSULTANT
FOR THE
BRIDGEPORT POLICE DEPARTMENT**

**BID NUMBER:PDB13101
Due Date: Wednesday, January 6, 2010
2:00 PM**

**Bridgeport Police Department
300 Congress Street
Bridgeport, Ct. 06604**

**Lieutenant John Cueto
Fiscal Services**

Assistant Chief Lynn Kerwin



TABLE OF CONTENTS

I.	Purpose, General Information, Background and Objectives	
	A. Purpose.....	3
	B. General Information.....	3
II.	Specifications and Scope of Services.....	5
III.	Selection Process.....	6
	A. Selection Timetable.....	6
	B. Evaluation Criteria.....	6
	C. Selection Committee.....	8
IV.	Submission Procedures	9
	A. Submission of Proposals.....	9
	B. Mandatory Submission Requirements	9
V.	Bidder Information.....	11
VI	Non-Collusion Affidavit	15

SECTION I: PURPOSE AND GENERAL INFORMATION

A. PURPOSE

The City of Bridgeport Police Department is seeking proposals from qualified consulting firms capable of providing the Bridgeport Police Department with a short and long term strategy that will support a "Recruitment Program". Immediate action is required to maintain Federal Grant compliance. It's the specific goal of this Recruitment Program to attract competent and qualified minority and female applicants. The bidder must have a proven track record of successfully providing these services to municipalities having similar demographics.

The term of the contract will be for a period of not less than three (3) years commencing from date of "Notice to Proceed" letter with option to renew in one year increments at the Bridgeport Police Department's sole discretion.

B. INSTRUCTIONS TO FIRMS/GENERAL INFORMATION

1. **Newspaper Advertisement and Electronic Posting of Invitation to Bid, Names of Responding Firms, and Questions & Answers (see below).** The invitation to submit qualifications will be advertised in the Connecticut Post newspaper and will be posted on www.bidsync.com, the City of Bridgeport's electronic bidding website. The names of firms submitting qualifications will also be posted on such website after they are opened. All Questions and Answers about this Request for Qualifications/Request for Proposals (RFQ/RFP) (described below) will also be posted on such website.
2. **Project.** This solicitation is being conducted specifically to identify and contract with the best-qualified firm for the Bridgeport Police Department through issuance of this RFQ/RFP.
3. **Minority Business Enterprises Are Encouraged to Respond.** The City encourages Minority Business Enterprises ("MBEs") to submit their qualifications. An MBE firm is entitled to Evaluation Credits (as described below) if it is a Target Group for these services under the provisions of the Minority Business Enterprise Ordinance, Section 3.12.130 of the City Ordinances ("MBE Ordinance").
4. **QUESTIONS AND ANSWERS ABOUT THIS RFQ/RFP.** It is the responsibility of the bidder to inquire about additional information or clarification as to any aspect of the RFQ/RFP by submitting questions. Only questions submitted on www.bidsync.com, the City's electronic bidding website, by 5:00 p.m. on December 28, 2009 will be answered. All answers will be posted at once on December 31, 2009. All bidders are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The Bridgeport

Police Department assumes no responsibility for a bidder's failure to read questions and answers and to revise their responses accordingly.

5. **PROPERTY OF THE CITY OF BRIDGEPORT:** Any information or materials submitted as a response to this RFQ/RFP become the property of the City of Bridgeport and will not be returned, except for information marked confidential that is protected from disclosure under the Connecticut Freedom of Information Act.
6. **FORM OF AGREEMENT:**
 - a. Bidders are instructed to provide a copy of their standard contract with municipalities that are similar in size to the City of Bridgeport.
 - b. Any contract awarded to a successful bidder shall incorporate therein this RFQ/RFP and the proposal selected in response thereto.
 - c. Upon the acceptance of a proposal, the City will endeavor to negotiate a mutually satisfactory contract with the successful bidder. In the event the successful bidder fails, neglects or refuses to execute a contract within thirty (30) days after the approval of the contract by the parties, the City may, at its option, terminate and cancel its action in awarding said contract, the City's offer of a contract shall be withdrawn and the contract shall become null and void and of no effect, and the City may consider other proposals or solicit new proposals.
7. **NO DIRECT CONTACT WITH SELECTION COMMITTEE:** No direct or indirect contact with selection committee members is allowed and any such contact will be grounds for immediate rejection of a firm's proposals and the City's exercise of other remedies.
8. **PROPOSAL CONFIDENTIALITY:** Proposals will remain confidential until the evaluation process is completed and a contract has been awarded to a successful bidder, except for confidential that is protected from disclosure under the Connecticut Freedom of Information Act.
9. **STATUTORY COMPLIANCE:** The successful bidder shall comply with all applicable federal, state and local laws, ordinances and regulations.
10. **REQUEST FOR MODIFICATION:** The Bridgeport Police Department reserves the right to (1) request that the bidders modify their proposals to more fully meet the needs of the Bridgeport Police Department, (2) negotiate modifications to the proposal with the successful bidder, (3) reject any and all proposals, and (4) waive minor irregularities in the proposals. If it becomes necessary to revise or amend any part of this RFQ/RFP, the Acting Director of Purchasing will furnish the revision by written Addendum to all prospective bidders who received the original RFQ/RFP.

11. **REQUEST FOR ADDITIONAL INFORMATION:** Bidders shall furnish such additional information as the Bridgeport Police Department may reasonably request. This includes information that indicates financial resources. The Bridgeport Police Department reserves the right to make investigations of the qualification of the Bidders as it deems appropriate.

12. **RIGHT TO REJECT SUBMISSIONS AND/OR CANCEL THIS RFQ/RFP:** This RFQ/RFP in no way obligates the Bridgeport Police Department to select a bidder. Moreover, the Bridgeport Police Department may, at any time prior to the execution of a contract, reject any and all proposals and/or cancel this RFQ/RFP without further liability therefore, when doing so is deemed to be in the Bridgeport Police Department's best interests.

Failure to meet any of the conditions listed above may result in A BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE. This RFQ/RFP and bidder's response, included all subsequent documents provided during this RFQ/RFP process will become part of the contract between the parties.

SECTION II: SPECIFICATIONS AND SCOPE OF SERVICES

Proposals must address all facets of the plan set forth in this section.

- A. Conduct an end to end review of the current recruitment and hiring process and practices.
- B. Survey the department personnel as to perspectives that may be directed to the discriminatory behavior toward protected classes within the Police Department.
- C. Evaluation of the testing process to identify factors that may contribute to disparate impact on protected classes.
- D. Provide recommendations for contemporary recruitment strategies that will attract the targeted demographic.
- E. Provide recommendations for staffing a Police Department that can meet the demands of policing in an urban, multi-jurisdictional, multi-cultural, mass-transit environment, that is best equipped to promote customer service, public trust and effective policing in diverse communities.
- F. Provide continued support to ensure that these strategies are effective and offer alternative methods where needed.

SECTION III: SELECTION PROCESS

A. SELECTION TIMETABLE (dates are subject to change)

12/18/09	Publication date for RFQ/RFP
12/28/09	Deadline to Questions & Answers
12/31/09	Answers to All Submitted Questions Posted
01/07/10	2:00 PM: Deadline for submission to Responses to this RFQ/RFP
01/15/10	Short List for interviews announced (if necessary)
01/25/10	Complete Interviews (if necessary)
02/01/10	Selection Committee Makes Recommendation
02/10/10	Selection Process Presented to Board of Public Purchases
02/12/10	Referral of contract to City Council
02/15/10	Review of contract with City Council Contracts Committee
02/19/10	Tentative date for Vote by City Council

B. EVALUATION CRITERIA

1. Proposals which in the opinion of the Bridgeport Police Department satisfy the minimum requirements described in Scope of Services, and answers to bidder questions will be subject to the scoring criteria described below. The Bridgeport Police Department reserves the right to disqualify proposals which, in its opinion, fail to satisfy such minimum requirements.
2. The bidder's proposal including:
 - Commitment to deliver services in accordance with the expectations described under Scope of Services will be scored in terms of the following criteria:
 - a. **FIRMS THAT HAVE EXPERIENCE WITH POLICE DEPARTMENTS AND CRIMINAL JUSTICE AGENCIES [50 points]** Those agencies having a knowledge of all aspects of Federal Oversight pertaining to disparity impact regarding hiring practices, promotional standards and matters of discipline.
 - b. **ADMINISTRATIVE, INNOVATIVE AND CUSTOMER SERVICES [40 points]:** Among the factors considered under this criterion are: The timeliness and availability of providing recruitment strategies and recommendations. **(Immediate action required to maintain Federal Grant compliance).** Agency's ability to provide progressive and contemporary approaches to recruitment strategies. Review of an agency's experience or record of providing exemplary service.
 - c. **YEARS OF EXPERIENCE {5 points}** Consideration will be given to agencies having an extensive work history.

- d. **EVALUATION CREDITS FOR PRIME CONTRACTORS THAT ARE TARGET GROUP MEMBERS: (5 points); Non-MBE Firms Forming Joint Ventures/Partnerships with Target Groups (maximum 5 points):** Firms that demonstrate that they are Minority Business Enterprises that constitute Target Groups, as defined in the City's Minority Business Enterprise Ordinance, Chapter 3.12.130, shall be granted an additional ten points (10) as Evaluation Credits. The Target Groups for city contracts for professional services include **Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.** For further information about the MBE Ordinance, Target Groups or the assignment of Evaluation Credits, please call Deborah Caviness at 203-576-8473.

Evaluation Credits. Evaluation Credits will be assigned to (a) firms who are Target Group firms defined in the MBE Ordinance or to (b) non-MBE firms who have entered into a joint venture or partnership with a Target Group for this RFQ/RFP.

The points for Evaluation Credits that will be assigned shall be (a) ten (10) points to prime contractors that are Target Group firms or (b) up to five (5) points to non-MBE firms that have formed joint ventures or partnerships with Target Group firms determined by a formula that takes the percentage of the Target Group firm's ownership interest in such joint venture or partnership converted to a percentage (e.g., .25 or 25% ownership interest $\times 10 = 2.5$ points) to arrive at the number of points not to exceed 5.

A Target Group firm seeking Evaluation Credits must provide a certification of its minority business status and state in its qualifications statement its desire to be recognized as a minority business enterprise and to receive Evaluation Credits. A non-MBE firm seeking Evaluation Credits must (A) state the basis for seeking Evaluation Credits, (B) identify the joint venture or partnership created with a Target Group firm, (C) identify the minority firm as one of the Target Groups for the type of services or work sought by the bid, (D) identify the Target Group's percentage ownership interest in the joint venture or partnership, (E) state whether such joint venture or partnership (i) was created only for this particular bid, (ii) is now and/or will in the future be utilized for bidding, (iii) is currently utilized for bidding on both public and private work, (iv) has bid on, undertaken or completed work in the past, together with a description of such work and customer contact information, and (F) describe the Target Group's active involvement in and dollar volume of the work that the Target Group will perform as part of the services that are the subject of the bid to ensure that the dollar volume of the work is reasonable equivalent to the Target Group's percentage ownership interest in the joint venture/partnership. Items (A) through (F) must

be supported by documentation satisfactory to the City so that the City can independently verify the basis for the claim to Evaluation Credits, determine any entitlement to the award of Evaluation Credits, and determine the amount of Evaluation Credits to be awarded.

C. SELECTION COMMITTEE:

1. **Composition:** The bidders' proposals will be reviewed by a Selection Committee, the composition of which is intended to be comprised of the following members:

Director of Labor Relations, Director of Civil Service, Representative of the office of the Chief of Police and Small and Minority Business Resource Office.

Stakeholder: The Bridgeport Police Department will seek to include on the Selection Committee a member of a selected interest group who has experience with the nature described herein and the knowledge and skills to participate in a Quality-Based Selection Process.

The composition of the Selection Committee is subject to change.

SECTION IV. SUBMISSION PROCEDURES

A. SUBMISSION OF PROPOSALS. An original and five (5) copies of the mandatory submission requirements [Section (IV)(B)] in hard copy must be provided as follows:

1. Five (5) separate, sealed proposals must be received at the Department of Public Purchases, 45 Lyon Terrace, Room 324, Bridgeport, CT 06604 by **2:00 P. M. on Wednesday, January 6, 2010** then, at said office, to be publicly opened. Any submission NOT CLOCKED IN, in the Purchasing Office by 2:00 P. M. on January 6, 2010 WILL NOT BE ACCEPTED. NO EXCEPTIONS WILL BE MADE.
2. **PLEASE MARK YOUR ENVELOPE: "RFQ/RFP - PDB13101."** If your envelope is not marked accordingly, the City will not assume responsibility if delivery is late. If your envelope/package is misdirected or its deliver is delayed the City will not assume responsibility. THIS INCLUDES ANY MISDELIVERIES FROM USPS, UPS, FEDERAL EXPRESS OR ANY OTHE PUBLIC OR PRIVATE CARRRIER SERVICE. NO EXCEPTIONS WILL BE MADE.

B. MANDATORY SUBMISSION REQUIREMENTS: Each bidder must include the following as part of its proposal:

1. **A Cover Letter and Statement of Interest** in providing the service to the Bridgeport Police Department set forth in this RFQ/RFP, including the name of the bidder, the bidder's representative, his/her contact information (including phone, fax and email), and the signature of the officer of the bidder authorized to contract with the Bridgeport Police Department for the aforementioned services.
2. **Bidder Information (see Section V).**
3. **Non-Collusion Affidavit (see Section VI)**
4. **A Statement of Qualifications** including:
 - a. Relative to the Evaluation Criteria set forth in Section (III)(B) above, describe the qualifications of the bidder and the bidder's employees who would be assigned to this project.
 - b. An explanation as to why the bidder is the best selection for this RFQ/RFP.
 - c. If applicable, state the basis for seeking Evaluation Credits pursuant to section (III)(B)(2)(d) above.

5. A **plan of operations** demonstrating in detail how the bidder would approach and implement the Scope of Services described in Section II, above.
6. **Client References:** Provide names, contact information and dates of engagement for three organizations (municipal government references are preferred) for which you have provided services comparable in nature and scope to those described in this RFQ/RFP.
7. **Proposed Contract:**
 - a. The initial contract period must be for twelve months, the period starting from "Notice to Proceed" date.
 - b. The contract will be executed in, and governed by, the laws of the State of Connecticut.
 - c. Bidder will, as part of its submission, include proposed contract language it uses with other municipalities of similar size to the City of Bridgeport. At a minimum, contract must include annual renewal option and indemnification language
8. **Fees:** Please describe all fees and charges, of any kind, that would be included in the contract, including both unit and gross amounts.
 - a. Bidder's employees must be readily accessible to The Bridgeport Police Department so as to be reasonably available for meetings without incurring travel expenses.
 - b. The Bridgeport Police Department reserves the right to negotiate fees and payment schedules with the selected bidder.
 - c. Quotations must be exclusive of taxes for which the City is not liable. Tax exemption certificates will be furnished upon request.
 - d. The bidder's compensation is restricted to its fees for professional services and approved expenses in performing the requirements described in this RFQ/RFP. No brokerage commissions or other charges may be included in the bidder's price nor will any such charge be paid to any entity or benefiting any person or entity for securing an agreement between the City and the bidder, which is illegal.

(b) Identify owners of 5% or more interest in the Business:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify any parent organization of the Business.

Parent's name _____, a

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____. |

State of Incorporation or organization: _____

7. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

No

Yes

- | | | |
|--------------------------|---|--------------------------|
| <input type="checkbox"/> | a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> |
| <input type="checkbox"/> | b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty, which affects responsibility as a municipal contractor? | <input type="checkbox"/> |
| <input type="checkbox"/> | c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | <input type="checkbox"/> |
| <input type="checkbox"/> | d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | <input type="checkbox"/> |

- | <u>No</u> | | <u>Yes</u> |
|--------------------------|---|--------------------------|
| <input type="checkbox"/> | e) <i>willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | f) <i>had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | g) <i>willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

_____ (Initial)

9. Read and initial at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

_____ (Initial)

Dated: _____

Name: _____
 Title: _____
 duly-authorized

State of _____)
) ss: At: _____
 County of _____)

Subscribed and sworn to before me on _____
 Date

By: _____
 Notary Public
 My Commission Expires: _____

PDB13101 - Section VI: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(To be included with bid)

State of.....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Title)

My Commission Expires: _____ Commissioner of the Superior Court

13-09(S)

RESOLUTION

By Council member: Andre F. Baker Jr, D-139th

Resolved, That pursuant to Item 13-09 approving the 2010-2012 Bridgeport Citizens' Union Committee slate as nominated by members on February 1, 2010, that the following names are added to that committee representing the 139th District:

Edith Anderson
Richardo Griffith

Introduced at a meeting
of the City Council, held:

February 16, 2010 (OFF THE FLOOR)
FOR IMMEDIATE CONSIDERATION

Attest:



City Clerk

Referrals Made:

Mayor

Resolution from the floor 2/16/2010
for IMMEDIATE CONSIDERATION
from CC member Baker.

B-09(S)

Resolved, That pursuant to item B-09 ~~re~~
Approving the 2010-2012 Bridgeport Citizens'
Union Committee slate as nominated by members on
February 1, 2010, that the following names are added
to that committee representing the 139th District:

Edith ~~Ann~~ Anderson
Richard Griffin

OFF THE FLOOR

MEETING DATE: 2/16/10

NO. 13-09(S)

COMMITTEE: IMMEDIATE CONSIDERATION

REFERRED TO COMM.:

SUBJECT:

MOTION BY: Baker

2ND BY: E. Brantley *Holloway*

APPROVED DENIED Tabled REF. TO COMM.

REMARKS:

*Citizen Union -
139th Edith Anderson
Rev. Griffith*

YES

NO

Susan T. Brannelly		
Martin C. McCarthy		
Anderson Ayala		
Denese Taylor-Moye		
M. Evette Brantley		
Robert S. Walsh		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia n. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

RECEIVED
CITY CLERKS OFFICE
10 FEB 17 AM 9:15
TEST
CITY CLERK

***03-09 Consent Calendar**

Application for Driveway Permit: #124-140 Logan Street

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: February 16, 2010

Adopted: _____



Attest: _____

City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***03-09 Consent Calendar**

WHEREAS, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than (20) twenty feet at the sidewalk and no closer together than 25 feet from each other; and

WHEREAS, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

WHEREAS, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

RESOLVED, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

APPLICANT: Anthony V. Giordano, Consulting Engineer
541 Washington Avenue
West Haven, Ct 06516

PURPOSE(S): Construction of Driveways:
In excess of twenty (20) feet in width

LOCATION(S): 124-140 Logan Street

Respectfully submitted,

THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION


Michelle A. Lyons, Co-Chair

Susan T Brannelly, Co-Chair


Richard Bonney

Anderson Ayala

M. Evette Brantley

Manuel Ayala

Denese Taylor-Moye



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

October 15, 2009

Charles Carroll, Director
Public Facilities
Bridgeport, Connecticut 06604

Re: **124-140 Logan Street – Application for Permit to Extend Driveway Width**

Dear Charlie:

Please be advised that we have reviewed the letter from Mr. Anthony V. Giordano dated 10/14/09, for the extension of driveway width for 124-140 Logan Street. The rationale for the driveway entrance extension is due to providing adequate turning movements for trucks that will be entering the site. Without sufficient width, the vehicles would drive over the curbing and sidewalks on Logan Street damaging them. We recommend that approval be granted for the driveway to be forty feet in width.

Very truly yours,

Jon Unguidi
Engineering Supervisor

JPU/p

c: Bobby Kennedy, Public Facilities
Dave Cote, Engineering
Mike Nidoh, OPED

P.O. BOX 115 NEW HAVEN, CT. 06501 ~ OFFICE: 541 WASHINGTON AVENUE WEST HAVEN, CT. 06516 ~ PHONE: 203-933-5444 ~ FAX: 203-934-7477

Date: 10-14-09

- CHARLES M. CARROLL
- PUBLIC FACILITIES
- CITY OF BRIDGEPORT
- CITY HALL ANNEX
- 999 BROAD STREET
- BRIDGEPORT, CT. 06604

RE: REQUEST OF WAIVER FROM CITY ORDINANCE 12.08.030
PROPOSED ADDITIONS FOR
CONNECTICUT ANODIZING & FINISHING CO.
124-140 LOGAN STREET
BRIDGEPORT, CT. 06607

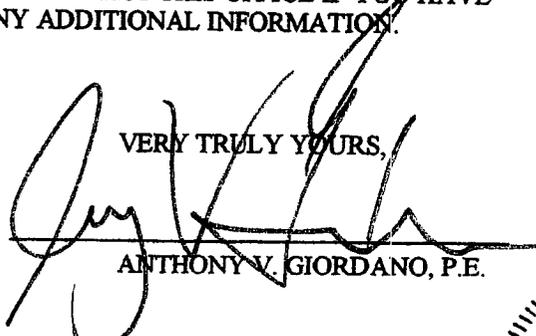
DEAR MR. CARROLL:

THE PROPOSED DEVELOPMENT CONSISTS OF 8,671 SQUARE FEET OF PRE-ENGINEERED STEEL BUILDING ADDITIONS ATTACHED TO TWO EXISTING BUILDINGS ON SITE IN A I-LI ZONE (LIGHT INDUSTRIAL). THE OWNER IS SEEKING A WAIVER FOR THE DRIVEWAY WIDTH OF THE REQUIRED 20 FEET AT THE BACK OF THE SIDEWALK TO 40' FEET.

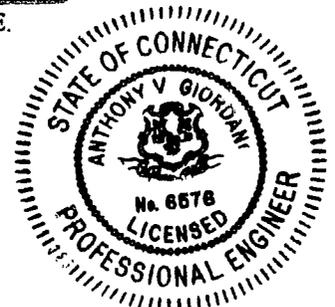
THERE ARE PRESENTLY TWO 22'+ WIDE CURB CUTS THAT ACCESS THE SITE. THE NORTHERN EXISTING CURB CUT WILL BE ELIMINATED BECAUSE THE LOCATION CONFLICTS WITH THE ADDITION AND WOULD CREATE A PROBLEMATIC TRAFFIC FLOW. THE OTHER CURB CUT IS TO BE ENLARGED FROM 22.49' TO 40'. THIS WILL ALLOW EASIER ACCESS FOR TRUCK DELIVERIES THAT OCCUR DAILY. ALSO, SOMETIMES PARKING ON THE STREET AFFECTS TRUCKS ENTERING THE SITE. THE ENTRANCE WILL HAVE A NEW SLIDING SECURITY GATE. (SEE ATTACHED SITE PLAN).

IN OFFERING THE ABOVE, PLEASE CONTACT THIS OFFICE IF YOU HAVE ANY QUESTIONS OR REQUIRE ANY ADDITIONAL INFORMATION.

VERY TRULY YOURS,


ANTHONY V. GIORDANO, P.E.

CC: CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT &
ZONING DEPARTMENT
DAVE COTE, PUBLIC FACILITIES
VICTOR SINKO (OWNER)
OLSEN BUILDING SYSTEMS, LLC



***29-09 Consent Calendar**

City of Bridgeport's resolution to commit assistance through the adoption of Haitian City

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: February 16, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***29-09 Consent Calendar**

WHEREAS, the City of Bridgeport, Fairfield County, Connecticut ("Bridgeport") has the largest population in the State of Connecticut in the United States of America ("America");
and

WHEREAS, Bridgeport stands proudly as a representative of America's rich melting pot of diverse cultures and populations; and

WHEREAS, Bridgeport's melting pot includes a growing and vibrant Haitian community, contributing to the strength and wealth of Bridgeport's diverse culture; and

WHEREAS, the City of Bridgeport, together with its substantial Haitian contingent stands united in its resolve to support any and all relief efforts necessary and prudent in the wake of the catastrophic earthquake in Haiti at 4:53 p.m. (EST) on January 12, 2010, including but not limited to, encouraging voluntary contributions through continued outreach, furthering of education and awareness, and coordinating locations for contributions, relief efforts, and rebuilding efforts; and

WHEREAS, the City's residents remain fearful, yet strong, as our own, our friends and our companions await word of loved ones in and about the island of Hispanola; and

WHEREAS, our friends and relatives of Haiti are recognizing the horrific loss of life and basic necessities, while maintaining faith, dignity and strength as more word comes from survivors to notify us what we can do, how we can help; and

WHEREAS, the City of Bridgeport recognizes that the urgent and immediate relief efforts are most appropriately addressed by the federal government, other nations, and established military and relief organizations while continuing to encourage aid to donate appropriately; and

WHEREAS, Bridgeport and its collective caring and diverse culture feel the need to do more; and



Report of Committee on Public Safety and Transportation
***29-09 Consent Calendar**

-2-

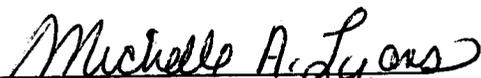
WHEREAS, it remains painfully understood that the regrouping and rebuilding of Haiti's rich culture and structure will require patience, continued dedication, and devotion. Now, Therefore be it

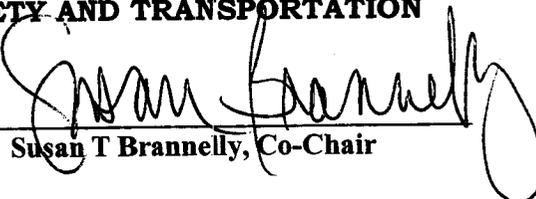
RESOLVED, through the Resolution and the dedication, love, respect, and committed efforts of its residents, that the City of Bridgeport does hereby adopt the city(of Petion-Ville, Haiti through the years it will take to revive, rebuild, restructure and reinstitute the valuable people, country and culture, resolving hereby NOT to vacate at the conclusion of physical and emotional immediacy: but remain, through said adopted city, in touch and in help for Haiti over the many years to come; and now

BE IT FURTHER RESOLVED, that the Mayor and/or his designees, through the appropriately and newly opened HAITIAN RELIEF RESOURCES OFFICE, continue and pursue all appropriate endeavours to assist this City's Haitian contingent with locating loved ones; dealing with this calamity; and continuing forthwith, throughout the entirety of the necessary path to console, reunite, restrengthen, and rebuild the valuable country and culture now so much under threat and to ultimately rejoice. Nothing in this resolution shall be construed to commit the use of City funds for this purpose.

Respectfully submitted,

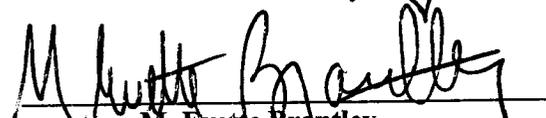
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION


Michelle A. Lyons, Co-Chair


Susan T Brannelly, Co-Chair


Richard Bonney

Anderson Ayala


M. Evette Brantley

Manuel Ayala


Denese Taylor-Moye

***30-09 Consent Calendar**

**Agreement with City of Bridgeport and Hartford
Life and Accident Insurance Company for Group
Life and Accidental Death and Dismemberment
Benefits for City Employees.**

**Report
of
Committee
on
Contracts**

Submitted: February 16, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

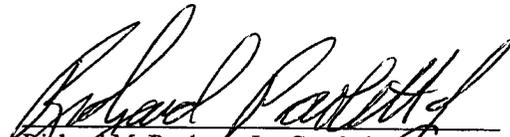
To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***30-09 Consent Calendar**

RESOLVED, That the attached proposal presented by Segal Company Eastern States Inc. for City Employee Group Life and Accidental Death and Dismemberment Disability Benefits and certificate of insurance for these benefits provided by The Hartford Life and Accident Insurance Company to commence not later than April 1, 2010 and continue in force for thirty-six (36) months, be and it hereby is, in all respects, approved, ratified and confirmed.

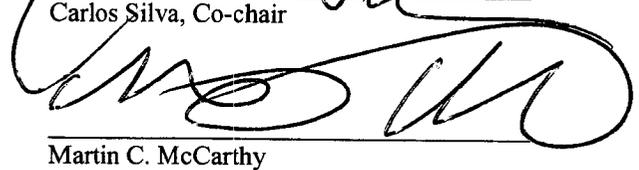
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

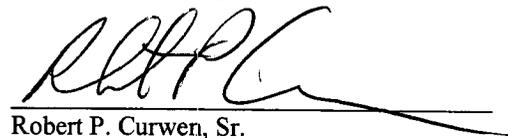

Richard M. Paoletto, Jr., Co-chair


Michelle Lyons

Howard Austin, Sr.


Carlos Silva, Co-chair


Martin C. McCarthy


Robert P. Curwen, Sr.

James Holloway

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>



City Of Bridgeport

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.

⁴Beneficiary 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



City Of Bridgeport

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.



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 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

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.

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.



City Of Bridgeport

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.

City Of Bridgeport

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

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

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-70555
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.

TABLE OF CONTENTS

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

	PAGE
SCHEDULE OF INSURANCE	3
Cost of Coverage.....	3
Eligible Class(es) for Coverage.....	3
Eligibility Waiting Period for Coverage.....	3
Benefit Amounts.....	3
ELIGIBILITY AND ENROLLMENT	5
Eligible Persons.....	5
Eligibility for Coverage.....	6
Enrollment.....	6
Evidence of Insurability.....	6
PERIOD OF COVERAGE	8
Effective Date.....	8
Deferred Effective Date.....	8
Continuity From a Prior Policy.....	9
Dependent Effective Date.....	9
Dependent Deferred Effective Date.....	10
Dependent Continuity From a Prior Policy.....	10
Change in Coverage.....	10
Increases in Amount of Life Insurance.....	11
Termination.....	11
Continuation Provisions.....	12
Waiver of Premium.....	13
BENEFITS	15
Life Insurance Benefit.....	15
Suicide Exclusion.....	16
Conversion Right.....	16
Accidental Death and Dismemberment	17
Benefits.....	17
Exclusions.....	19
GENERAL PROVISIONS	20
DEFINITIONS	24
OPTIONS	27

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.

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.

► **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 the Employee or Spouse is first covered after age 65, or if benefits increase after age 65.

► 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.

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

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%

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.

► 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.

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;

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

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.

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.

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 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.

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.

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 or my Dependent dies before I qualify for Waiver of Premium?**
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:
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: 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.

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:
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.

► **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 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: 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:
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.

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.

• 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.

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.

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.

▶ 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.

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.

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

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.

▶ 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.

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 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.

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.

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.

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.

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

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.

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 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.

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.

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.

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** 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.

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

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.

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.

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;

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.

- 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.

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.

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.

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 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.

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 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.

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.

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.

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 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.

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 - 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.

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.

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.

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 - 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.

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 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.

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 - 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.

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, 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>▶ 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>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 - 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.

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.

▶ ***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 - 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 -

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.

***31-09 Consent Calendar**

Agreement with Medco Solutions 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).

**Report
of
Committee
on
Contracts**

Submitted: February 16, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***31-09 Consent Calendar**

RESOLVED, That the attached Integrated Prescription Drug Program Agreement between the City of Bridgeport and Medco Health Solutions, Inc. regarding employee and retiree of the City and Board of Education group prescription benefits, (Term of Agreement is from 10/01/08 – 12/31/2010) be and it hereby is, in all respects, approved, ratified and confirmed.

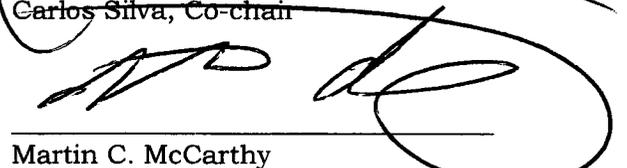
RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

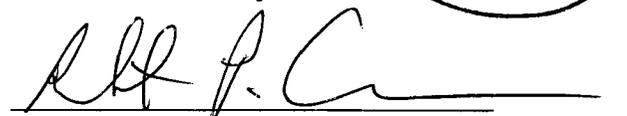

Richard M. Paoletto, Jr., Co-chair


Michelle Lyons

Howard Austin, Sr.


Carlos Silva, Co-chair


Martin C. McCarthy


Robert P. Curwen, Sr.

James Holloway

EXECUTION COPY

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 schedule of nationally recognized sources 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

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 information) 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. "TelePAID® 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 material 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 claims adjudicated through the TelePAID System, pursuant to Schedule A, Section 2. Medco will promptly refer to BRIDGEPORT all non-routine inquiries by insurance departments, 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 (4) 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. This 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 reject 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 reject 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 no 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 14.4 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 hereafter 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 that 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 \$16.60 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 \$43.08 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 \$15.00.

(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 \$42.15 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 for 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 for 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 Medco's 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 as 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 it 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, 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. 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 100% 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 100% 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 herein 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 any entity 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 U&C 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 calculation of guaranteed 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 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 of 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 this 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 assumed 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
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
medco.com	
<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 (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.

The Medco logo is rendered in a large, stylized, cursive font. The letters are thick and have a grainy, stippled texture. A registered trademark symbol (®) is located at the top right of the 'o' in '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	MOZOBI		15.00%	\$1.87
Cancer	NEXAVAR		15.00%	\$1.87
Cancer	OCTREOTIDE ACETATE		15.00%	\$1.87
Cancer	OLEUM*		15.00%	\$1.87
Cancer	OLIMID		15.00%	\$1.87
Cancer	OSIMERAN		15.00%	\$1.87
Cancer	SARICOSTATIN (all forms and strengths)		15.00%	\$1.87
Cancer	SOMATOSTATIN 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	ARIKTRA *		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	ALPHAMATE		23.00%	\$1.87
Hemophilia	ALPHAMATE SD		23.00%	\$1.87
Hemophilia	REBULIN		9.00%	\$1.87
Hemophilia	BENEFIX		16.00%	\$1.87
Hemophilia	MONARCA		25.00%	\$1.87
Hemophilia	MONARCA *		20.00%	\$1.87
Hemophilia	HEMATE (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	MONARCA-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		0.00%	\$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	ICRHOM * *	**	16.00%	\$1.87
Immune Deficiency	ORFAGAM	**	15.00%	\$1.87
Immune Deficiency	PERIFLOBULIN (all forms and strengths)	**	16.00%	\$1.87
Immune Deficiency	PRIVILEGE	**	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	TAFLUPROSERT		10.00%	\$1.87
Osteo-Arthritis	EMILEXXA		15.00%	\$1.87
Osteo-Arthritis	HYALGAN		15.00%	\$1.87
Osteo-Arthritis	ORFVISC		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	REMODULIN	**	0.00%	\$1.87
Pulmonary Hypertension	REVATIO		15.00%	\$1.87
Pulmonary Hypertension	TRACLEER		15.00%	\$1.87
Pulmonary Hypertension	VENTAVIS		15.00%	\$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.

***33-09 Consent Calendar**

**Separation Agreement with City of Bridgeport and
Ralph Jacobs, former Civil Service Personnel
Director.**

**Report
of
Committee
on
Contracts**

Submitted: February 16, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

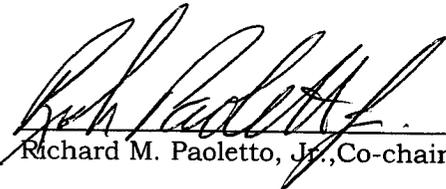
To the City Council of the City of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***33-09 CONSENT CALENDAR**

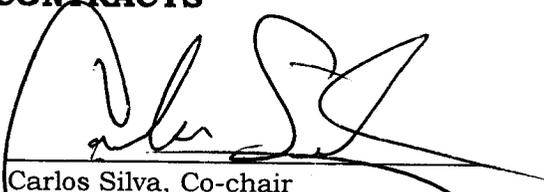
RESOLVED, That the Separation Agreement between the City and Ralph Jacobs, former Civil Service Personnel Director, as presented to the Contracts Committee in executive session held on February 9, 2010 be and it hereby is, in all respects, approved, ratified and confirmed.

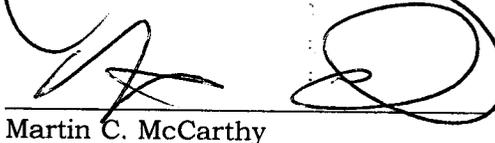
RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS


Richard M. Paoletto, Jr., Co-chair


Michelle Lyons

Howard Austin, Sr.


Carlos Silva, Co-chair


Martin C. McCarthy


Robert P. Curwen, Sr.

James Holloway

15-09

Community Development Block Grant Program re
Amendment to the City of Bridgeport's Consolidated
Plan for Housing and Community Development (2008-
2013).

**Report
of
Committee
on
CEA & Environment**

Submitted: February 16, 2010

Adopted: _____

[Handwritten Signature]

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:

15-09

WHEREAS, the City Council of the City of Bridgeport previously authorized Community Development Block Grant funding for program activities during various CDBG Program years; and

WHEREAS, the City wishes to reprogram \$1,560,293 of funds from previously approved activities that did not advance, were completed for amounts less than originally approved by the City of Bridgeport or will be moved forward to the same activity in PY35; and

WHEREAS, this request constitutes a substantial amendment and, as such, requires public notice, Citizens Union consideration, and City Council authorization; and

WHEREAS, the City issued a Request for Public Comment and Notice of Fund Availability to invite applications for the proposed use of these funds, received and reviewed application; and

WHEREAS, the City Council of the City of Bridgeport accepts the proposal for expenditures of Community Development Block Grant funds; Now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport or the designated individual is hereby authorized and empowered to sign all contracts documents, and/or agreements necessary to implement the attached activities in an expedient fashion and in accordance with all of HUD's Community Development Block Grant Program rules, regulations, and requirements.



Report of Committee on ECD and Environment

15-09

-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

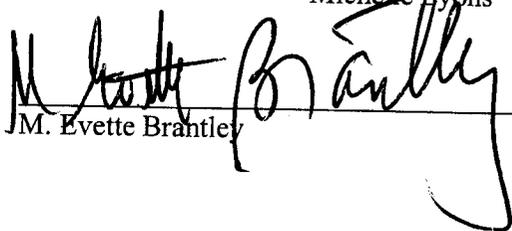


Warren Blunt

Anderson Ayala



Michelle Lyons



M. Evette Brantley

City Clerk Notation:

The vote on this item was divided and voted individually as follows, referencing the FY10 Reprogramming Effort Attachment:

Vote #1: Items 3,5,11,14,23 and 27:
No abstentions due to conflict. Councilman Holloway Opposed.
Approved.

Vote #2: Item 1: Abstained due to conflict: Councilwoman Martinez.
Approved.

Vote #3: Item 7: Abstained due to conflict:
Councilmembers A. Ayala, M. Ayala, L. Martinez.
Approved.

Vote #4: Item 24: Abstained due to conflict: Councilwoman Vizzo-Paniccia
Approved.

FY10 RE-PROGRAMMING EFFORT

APPLICATION ID #	ORGANIZATION	Total Funding Request	Citizen's Union Recommendation	ECDE Committee Recommendation	Final Council Approval
1	GBAPP	\$35,000	\$35,000	\$35,000	
2	CoB OPED	\$115,000	\$0	\$0	
3	CoB OPED	\$460,000	\$0	\$100,000	
4	IDEA	\$300,000	InEligible	InEligible	InEligible
5	Blessed Sacrament	\$57,500	\$57,500	\$57,500	
6	CoB OPED	\$500,000	\$0	\$0	
7	Marrionville, LEDSCO	\$849,000	\$800,000	\$700,000	
8	Hollow Com Dev /Hollow NRZ	\$150,000	\$0	\$0	
9	Bridgeport YMCA	\$8,630	InEligible	InEligible	InEligible
10	United Cerebral Palsy	\$19,160	InEligible	InEligible	InEligible
11	Bpt Fire Dept	\$81,250	\$81,250	\$81,250	
12	East EndNRZ/East End CC	\$93,000	\$0	\$0	
13	Bpt Comm Lnd Trust	\$155,000	\$0	\$0	
14	ABCD	\$100,000	\$47,000	\$47,000	
15	CoB OPED/Barnum Shelton	\$50,000	\$0	\$0	
16	Bpt Neigh Trust BNT	\$200,000	\$0	\$0	
17	McGivney CC	\$45,000	\$0	\$0	
18	Ralphola Taylor CC	\$46,858	\$0	\$0	
19	Bpt Comm Lnd Trust	\$8,000	\$0	\$0	
20	FSW, Inc CT	\$122,100	\$0	\$0	
21	Bpt Police Dept - Phoenix	\$1,047	InEligible	InEligible	InEligible
22	OPED Mult Proj NRZ	\$250,000	\$0	\$0	
23	Ark of Christ Minis.	\$33,700	\$27,000	\$27,000	
24	CGCD - BEDCO	\$25,000	\$25,000	\$25,000	
25	RYASAP	\$75,000	InEligible	InEligible	InEligible
26	Child Guidance	\$10,000	InEligible	InEligible	InEligible
27	CoB Public Facilities	\$610,000	\$487,543	\$487,543	
TOTAL			\$1,560,293	\$1,560,293	

RECEIVED
CITY CLERKS OFFICE

10 FEB -5 PM 2:16

ATTEST
CITY CLERK

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
2003	29	B.R.A. - PARK CITY SWEEP	15,000.00	42.57
2003	29	B.R.A. - SITE IMPROVEMENTS	100,000.00	46,531.03
2003	29	B.R.A. - URBAN GARDEN PROGRAM	20,000.00	0.82
2003	29	PROJECT PHOENIX	15,000.00	5,618.00
2004	30	B.R.A. - PARK CITY SWEEP	27,000.00	739.17
2004	30	B.R.A. - SITE IMPROVEMENTS	40,000.00	7,659.00
2004	30	B.R.A. - URBAN GARDEN PROGRAM	22,500.00	1,985.99
2004	30	NEIGHBORHOOD PLANNING	29,006.00	10,527.98
2005	31	WE CARE - YOUTH SERVICE	3,000.00	446.35
2005	31	CHARLES SMITH FOUNDATION - ROOF	65,000.00	29,770.41
2005	31	CHARLES SMITH FOUNDATION - NEWFIELD AVE	25,000.00	25,000.00
2005	31	OPED - HOLLOW STREETScape	25,000.00	25,000.00
2005	31	S.W. COMMUNITY HEALTH CENTER	50,000.00	25,352.00
2005	31	BRIDGEPORT NEIGHBORHOOD FUND	65,000.00	1,087.00
2005	31	HOUSING CODE ENFORCEMENT	431,804.00	2,312.61
2005	31	B.R.A. - URBAN GARDEN PROGRAM	20,000.00	2,586.69
2005	31	CD - ANTI BLIGHT	40,000.00	8,112.11
2005	31	COMMUNITY SERVICES- PROJECT NICE	35,000.00	1,021.89
2005	31	HSDA HOLLOW BLIGHT REMOVAL	25,000.00	12,382.18
2005	31	CONN. ECONOMIC DEVELOPMENT FUND	75,000.00	39,700.00
2005	31	HRD Admin	55,000.00	7,814.80
2006	32	Charles D. Smith Youth Center - Summer Camp	12,000.00	12,000.00
2006	32	Charles D. Smith - Life Dew Product.	3,000.00	3,000.00
2006	32	HRD - Office of Persons w Disabilities	25,000.00	2,500.00
2006	32	North End CC Recreational Programs	14,000.00	892.80
2006	32	ABCD - Weatherization	25,000.00	229.33
2006	32	Housing & Commercial Code	445,000.00	7,085.70
2006	32	Housing Division	120,000.00	21,220.75
2006	32	Madison Ave. Corridor - Façade Program	11,296.00	9,146.66
2006	32	McGivney Center - Teen Mobile Cntr.	20,000.00	20,000.00
2006	32	BRA - Park City Sweep	19,000.00	1,294.06
2006	32	BRA - Urban Garden	10,000.00	318.78
2006	32	Commun. Serv. Divs. Proj. NICE (Proj.Phoenix)	15,000.00	5,856.00
2006	32	OPED Neighb. Revitaliz. Admin.	62,852.00	6,719.27
2006	32	Citywide Anti-blight Init. (CD Anti-Blight)	25,000.00	139.86
2006	32	Mayor's NRZ Blight Removal (Mayor's Hollow Blight)	40,000.00	30,020.12
2006	32	Citywide NRZ Support	25,000.00	876.89
2006	32 Down	Roberto Clemente Prop Mngr	15,000.00	837.50
2006	32 Spend	CEDF	72,500.00	12,814.98

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
2006	32 Spend	Neighborhood Revitaliz. Zone	59,000.00	6,153.52
2006	32 Spend	MACH	6,000.00	6,000.00
2007	33	Child Guidance - Hispanic Outreach	5,000.00	1,250.00
2007	33	CoB-Dept on Aging - Senior Aid Program	37,000.00	3,323.33
2007	33	CoB Human Serv. Office of Veteran's Affairs	32,000.00	3,100.05
2007	33	CoB Human Serv. East Side CC Rental	40,000.00	10,000.03
2007	33	CoB Human Services ysb Grant Match	40,000.00	4,165.00
2007	33	Housing Division	120,000.00	0.60
2007	33	Housing Division-Homeownership Program	50,000.00	14,633.89
2007	33	Off. Of Person/Disabilities residential ramps	15,000.00	4,663.03
2007	33	Washington Park Revital. Corp. Storefront ren.	10,000.00	10,000.00
2007	33	Bridgeport Housing/CD - sidewalks	54,919.00	12,512.35
2007	33	Bridgeport OPED-City-wide façade program	35,000.00	35,000.00
2007	33	Center for Women & Fam. Renovate safehouse	20,000.00	6,403.62
2007	33	Madison Ave. Corridor - Façade Program	10,000.00	8,200.00
2007	33	McGivney Ctr - Teen Center	25,000.00	25,000.00
2007	33	RTCC Facility Improvement	50,000.00	26,541.00
2007	33	Reg. Network of Programs - new roof	17,000.00	2,000.00
2007	33	Second Stoneridge Coop - emerg. Repairs	45,000.00	4,796.00
2007	33	William St. Condo - parking lot construction	40,000.00	40,000.00
2007	33	Conn. Comm. Gardening Assoc.	15,000.00	45.50
2007	33 Reprog	CoB Housing & CD Lead Free Families	67,000.00	2,727.63
2007	33 Reprog	Marrakech - Renovation/Affordable Hous	35,009.00	576.98
2007	33 Reprog	BPT Area Youth Ministry (BAYM)	20,000.00	19,651.14
2007	33 Reprog	CDEF NRZ Project	25,000.00	8,399.92
2007	33	Contingency Excess Pub. SS for Pub. Fac.	21,432.10	21,243.42
			TOTAL	665,030.31

2005	31	O.P.E.D. DEBT SERVICE	800,000.00	372,061.22
2008	34	Debt Service-City's Obligation to Repay	983,272.00	493,155.06
			TOTAL	865,216.28

Accounts from 1999 to 2002 with balance available on IDIS (part of old crosswalk)

2002	28	ASPIRA - Construction	89,100.00	27,851.00
2002	28	BRA - PUMP	30,000.00	992.25
2002	28	BRA - Urban Gardens	25,000.00	1,203.08

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
TOTAL				30,046.33
GRAND TOTAL				1,560,292.92

***33-09 Consent Calendar**

**Separation Agreement with City of Bridgeport and
Ralph Jacobs, former Civil Service Personnel
Director.**

**Report
of
Committee
on
Contracts**

Submitted: February 16, 2010

Adopted: _____

Mark A. Khan

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

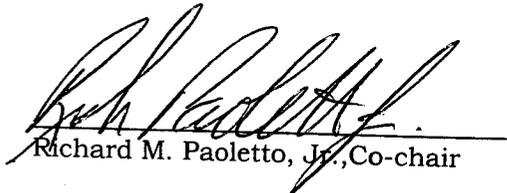
To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***33-09 CONSENT CALENDAR**

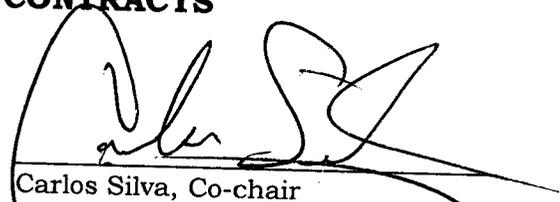
RESOLVED, That the Separation Agreement between the City and Ralph Jacobs, former Civil Service Personnel Director, as presented to the Contracts Committee in executive session held on February 9, 2010 be and it hereby is, in all respects, approved, ratified and confirmed.

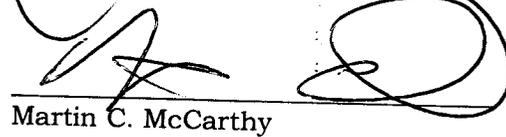
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

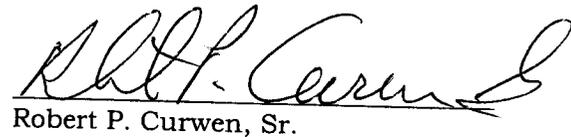

Richard M. Paoletto, Jr., Co-chair


Michelle Lyons

Howard Austin, Sr.


Carlos Silva, Co-chair


Martin C. McCarthy


Robert P. Curwen, Sr.

James Holloway