Request for Proposals (RFP) CSCU-2107

STUDENT ACCIDENT INSURANCE

Proposal Due date: January 15, 2021 by 2:00 PM EST

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I. STATEMENT OF OBJECTIVES

Connecticut State Colleges and Universities ("CSCU") is seeking proposals for accident insurance coverage for students enrolled at Central, Eastern, Southern, and Western Connecticut State Universities. Vendor will provide a separate cost proposal for each of the following:

1. Mandatory Accident Plan for Full-Time Students
2. Travel Assistance Program to be offered with Mandatory Accident Plan
3. Voluntary Accident Plan for Part-Time Students
4. Voluntary Travel Assistance Program to be offered to Part-Time students and faculty not enrolled in Accident Plan

II. BACKGROUND

In 2011, Public Acts 11-48 and 11-61 instituted consolidated governance of Connecticut higher education, creating the Connecticut State Colleges and Universities system. The Board of Regents for Higher Education (BOR) serves as the governing body for the Connecticut State University System, the Regional Community-Technical Colleges, and Charter Oak State College. Collectively known as “CSCU”, and individually referred to variously as “Agency” or “Institution” or “University” or “College”, the Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve system-wide vision and mission.

The specific powers and duties of the Board are prescribed in Title 10a of the Connecticut General Statutes and are further delineated in policies adopted by the BOR from time to time. The CSCU System Office supports the seventeen colleges and universities under the direction of the BOR.

Institutions. Collectively, the Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve a system-wide vision and mission. CSCU institutions that are a part of this request for proposals are noted below.

- Central Connecticut State University CCSU New Britain
- Eastern Connecticut State University ECSU Willimantic
- Southern Connecticut State University SCSU New Haven
- Western Connecticut State University WCSU Danbury and Waterbury

Accident Insurance Plan Coverage Periods

<table>
<thead>
<tr>
<th>Coverage Period</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>August 1st</td>
<td>July 31st</td>
</tr>
<tr>
<td>Fall</td>
<td>August 1st</td>
<td>December 31st</td>
</tr>
<tr>
<td>Spring</td>
<td>January 1st</td>
<td>July 31st</td>
</tr>
</tbody>
</table>

Current Level of Coverage

The current level of accident insurance coverage is $100,000 per accident per policy year. Please see Attachment J, Plan Design and Benefits Summary, for details.
Accident Insurance Plan Eligibility

Full-Time Students – All Full-Time registered undergraduate and graduate students are automatically enrolled in the mandatory Accident Insurance Plan. Typically home study, internet classes, and television courses, do not fulfill the eligibility requirement that the student actively attend classes, but this requirement is adjusted and is not enforced during the weeks or semesters that universities have moved to online courses during the COVID-19 pandemic.

Part-Time Students - Any actively registered and matriculating Part-Time student enrolled at a CSCU university that is currently participating in an accredited, degree-seeking program is eligible to enroll in the Student Accident Insurance Plan voluntarily.

Accident Insurance Plan Student Enrollment by University

<table>
<thead>
<tr>
<th>Campus</th>
<th>19/20</th>
<th>20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSU</td>
<td>8,468</td>
<td>7,376</td>
</tr>
<tr>
<td>ECSU</td>
<td>4,363</td>
<td>3,794</td>
</tr>
<tr>
<td>SCSU</td>
<td>8,294</td>
<td>7,261</td>
</tr>
<tr>
<td>WCSU</td>
<td>4,505</td>
<td>3,889</td>
</tr>
</tbody>
</table>

Three Years of Claim and Enrollment History

<table>
<thead>
<tr>
<th>CT STATE CONSORTIUM (ACCIDENT)</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Enrollment</td>
<td>22,586</td>
<td>23,039</td>
<td>22,472</td>
</tr>
<tr>
<td>Gross Premiums Paid</td>
<td>$1,383,210.00</td>
<td>$1,199,872.00</td>
<td>$936,991.50</td>
</tr>
<tr>
<td>Paid Claims with Adjustments</td>
<td>$477,474.74</td>
<td>$795,900.57</td>
<td>$553,360.15</td>
</tr>
</tbody>
</table>

For more information, visit the university insurance websites:

III.  SCOPE OF WORK

A. The selected proposer will provide an Accident Insurance Plan that is mandatory coverage for all Full-Time students enrolled at Central, Eastern, Southern, and Western Connecticut State Universities. This program will also be offered to Part-Time students on a voluntary basis. See Attachments J, K, and L for additional information
   1. This program will include a Travel Assistance plan that includes the following benefits:
      a) Accidental Death and Dismemberment Coverage
      b) Medical Repatriation and Evacuation Services
      c) Natural Disaster and Political Evacuation Services
B. Term: The Student Accident Insurance program will be for the period August 1, 2021 through July 31, 2026 with the option to renew the agreement for additional periods of time by mutual agreement of the parties.

C. The successful proposer(s) shall match, as closely as possible, the current Accident Insurance Plan and Travel Assistance programs offered to CSCU. See Attachment J: Current Accident Plan Benefits, Attachment K: Current Travel Assistance Program Benefits and Attachment L: Current Accidental Death and Dismemberment Benefits.

D. The successful proposer will comply with Federal, State of Connecticut and CSCU eligibility requirements.

E. There shall be no Broker involvement in this RFP. Under no circumstances will CSCU be liable for any brokerage commissions, finder’s fees, or other forms of compensation related in any way to activities undertaken by any person, or entity, as a result of this RFP.

F. Additional Response Requirements:
   1. CSCU requires the reporting of accident claims/payments and premiums on a quarterly basis by university.
   2. CSCU requires the successful proposer(s) to design brochures and mailers, for review and approval by CSCU. These are items to be delivered to CSCU in the format approved by the universities to be used on their websites. The successful proposer(s) shall be responsible for obtaining all applicable approvals from the Connecticut Insurance Department on or before June 1st, or as otherwise required by the CT Insurance Department.
   3. Part-Time students and international students will be offered the same coverage as Full-Time Students. Coverage shall not exclude student athletes.
   4. Every Notice of Loss must be reviewed and assigned within 48 hours after receipt by the office. Medical providers must be reimbursed within thirty (30) days of claim assignment to the vendor. CSCU has the right to audit claim files and make determination concerning timeliness of payments. If ten percent (10%) of all claims exceed the thirty (30) day time-frame, an audit will be instituted. The vendor agrees to pay $250.00 per claim, for any claim that the CSCU determines is unnecessarily delayed.
   5. Customized web pages for each university including plan brochures, policy information, simple and clear claims procedures, and standard fillable and / or downloadable claim forms and voluntary enrollment forms. The successful proposer(s) shall have the ability to accept forms electronically.
   6. Successful proposer(s) will provide a toll-free call center for student and university questions. Additionally, proposer shall assign representative(s) to be available to correspond with each University’s Health Center, Bursar’s Office, and other University personnel, and visit campuses as requested by each university.
   7. Accident Insurance Plan renewals will be sent to CSCU by November 30th or on an earlier date
as requested by the Universities. For example, the renewal for Plan year 22/23 will be received by November 30, 2021. Renewal submission will include a breakdown of all components necessary to support the renewal rate action.

IV. PROPOSAL SUBMISSION REQUIREMENTS

1. COST PROPOSAL – Complete following tables excluding any commissions. Please indicate your rate cap for years two through five

Mandatory Accident Plan (Should not include cost of Travel Assistance Program)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Effective</th>
<th>Fall Term Effective</th>
<th>Spring Term Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Voluntary Accident Plan

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Effective</th>
<th>Fall Term Effective</th>
<th>Spring Term Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel Assistance Program (with Mandatory Accident Plan)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Effective</th>
<th>Fall Term Effective</th>
<th>Spring Term Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel Assistance Program (Standalone)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Effective</th>
<th>Fall Term Effective</th>
<th>Spring Term Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note that enrollment and billing is by term for students registered for that term.

2. NARRATIVE PROPOSAL

a. Proposed Approach: Submit a narrative explaining the proposed approach to providing the requested benefits.

b. Provide the name and address of proposing company and the names of all the owners or principals of the company or corporation, the location and address of the office that will be serving CSCU, and the number of years proposer has been in business under this name. If a subsidiary of another entity, include the name of the parent entity.

c. Provide the name, title, telephone number, and e-mail address of the appropriate person to
contact concerning the proposal.

d. Provide a history of contracts entered into with all colleges and universities over the last three (3) years, history of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.

e. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

f. How do your proposed services differ from your competitors?

g. Provide claims and customer service statistics related to your accident insurance for 2019 and 2020.

h. Detail your HIPAA privacy and security programs as well as your information security program

i. Describe your security integrity controls and techniques in place to ensure data integrity and protections from unauthorized data modification using CSCU’s websites.

j. Provide your most recent AM Best rating and date of rating.

k. Provide other such information as the proposer deems pertinent for consideration by CSCU. Please note that supplementary information may be requested by CSCU to assure that the proposer’s competence, business organization, and financial resources are adequate to successfully perform the specified service.

l. Describe how you would provide website support to CSCU.

m. Provide your latest customer services results for the following measurements:
   i. Average Speed to Answer
   ii. Call Abandonment Rate
   iii. Average Hold Time

n. Submit detailed information demonstrating the proposer’s experience, capacity and expertise as detailed in Section III.

o. Demonstration of ability to comply with State of Connecticut contracting statutes and regulations, and the provisions of Attachment I.

p. Complete and submit each of the forms found in Attachment A through G.

q. Confirm that you are replicating, as closely as possible, the current Accident Plan and Travel Assistance programs, see Attachments J, K and L. Detail any deviations separately.

r. Provide references from a minimum of (3) clients of similar size and complexity currently under
contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. Provide the length of time at each account, and the name, title, address, telephone number, and e-mail address of contact person for each.

V. **EVALUATION OF PROPOSALS**

1. The award of a contract(s) to furnish services will be based upon a comprehensive review and analysis of proposals by an RFP committee, and negotiation of the proposal which best meets the needs of the CSCU. The determination for the recommendation for selection will be based on a points-earned matrix.

2. Award(s) will be made to the proposer(s) offering the best value as determined by CSCU. By submitting a proposal in response to this RFP, a proposing party concurs with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The award will be contingent upon the successful negotiation of specific terms and conditions to be included in the resulting contract.

2. **Scoring Criteria**

   1. Cost (30.0%)
   2. Vendor Experience (20.0%)
   3. Demonstrated ability and plan to complete all services (30.0%)
   4. Complete Proposal (10.0%)
   5. References (10.0%)

   Proposer(s) chosen for award resulting from this RFP must be willing to enter into a contract with CSCU under the terms and conditions appearing in Attachment I, without exception, as well as modifications and additions the CSCU deems necessary prior to execution.

VI. **TIMELINE OF RFP and INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

The proposal process will be governed by the following time lines:

1. All questions and requests for clarification must be in writing and submitted by **December 30, 2020, no later than 2:00 P.M.** E.S.T. to Sharon Kromas, kromass@ct.edu with a copy to Douglas Ginsberg ginsbergd@ct.edu. Include the RFP number and title in the subject line. All questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered.

   Questions, with answers, will be posted on the Connecticut State Colleges and Universities website, www.ct.edu/finance#bids on or before January 8, 2021. It is the responsibility of the proposers to visit the website to retrieve the questions and answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.

2. **Instructions for Submission of Proposals**

   a. E-mail your proposal to Sharon Kromas, kromass@ct.edu with a copy to Douglas Ginsberg,
b. **PROPOSALS MUST BE RECEIVED ELECTRONICALLY NO LATER THAN JANUARY 15, 2021, by 2:00 pm** Eastern Standard Time.

c. Any proposal received after the stated date and time will be rejected. **CSCU is not responsible for delivery delays or errors by any type of delivery method or carrier including but not limited to electronic delivery.**

d. A public proposal opening will take place on **January 15, 2021 at 2:30 pm E.S.T.** At that time, a representative of the Contract Compliance and Procurement Department will announce publically the names of those firms submitting proposals. To attend this meeting, please join the WebEx by calling 1-650-479-3208, meeting number (access code) 120 495 1615. If there are any technical difficulties with the WebEx call, the names of the proposers will be listed in the [www.ct.edu/finance#bids](http://www.ct.edu/finance#bids) web-site. **There will be no discussion of any proposal submitted and no other public disclosure will be made until after the full execution of a contract.** Attendance at this proposal opening is not mandatory.

e. Each proposal must include a table of contents with page numbers for each required component of the proposal, with sufficient detail to facilitate easy reference to all requested information. Proposer’s information should be prepared simply and economically, providing a straightforward, concise description of how each requirement will be met. Emphasis should be on completeness and clarity of content.

f. Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as noncompliant. CSCU reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive. **E. Fees** Proposals should provide professional fees in hourly rates. Non-labor costs should be built into the hourly rates and explained in detail.

### VII. CONDITIONS

1. **Restriction on Communications**
   All communications concerning this solicitation are to be in writing and directed to: Sharon Kromas, **kromass@ct.edu**, or designee. Proposers are not permitted to communicate with the Institutions, faculty and / or staff regarding this solicitation during the period between Request for Proposal issue date and the announcement of award(s), except during any interviews or demonstrations requested by CSCU.

2. **Insurance**
   A Certificate of Insurance (“Certificate”), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of $1,000,000 Combined Single Limit
(CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the System.

3. **Costs for Proposal Preparation**
   Proposer shall bear any and all costs incurred in responding to this RFP.

4. **Disqualification of Proposals**
   CSCU reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

   Proposer may be disqualified and the proposal automatically rejected for any one or more of the following reasons:
   a. The proposal shows noncompliance with applicable law.
   b. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
   c. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
   d. The Contractor is debarred or suspended.
   e. The Contractor is in default of any prior contract or for misrepresentation.

5. **Rights Reserved**
   CSCU reserves the right to award in whole or in part, to contract with one or more proposers, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CSCU will be served. Should CSCU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

6. **Compliance with State and Federal Laws and CSCU Policies**
   Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State (which may include, but not be limited to the provisions found in Attachment I). Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance. Under no circumstances will CSCU enter into a contract which requires CSCU or the State to agree to indemnify another party, or agree to binding arbitration.
The successful proposer shall comply with all applicable CSCU Policies including the Ethical Conduct Policy, which may be found by visiting: www.ct.edu/hr/policies. The successful proposer shall also comply with all federal and state statutes and regulations including, but not limited to, Gramm-Leach-Bliley Act (“GLBA”) and the Family Educational Rights and Privacy Act (“FERPA”) in the protection of all data where and as applicable.

7. Inspection of Proposals and Confidential Information
CSCU treats Proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. CSCU is a public entity and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. CSCU has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CSCU have any liability for the disclosure of any documents or information in its possession which the CSCU believes are required to be disclosed pursuant to FOIA or other requirements of law.

8. Contract Invalidation
If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

9. Fees
All fee and cost structures quoted herein shall remain firm for the entire contract term, unless mutually agreed by all parties via written contract amendment.

10. Out of Pocket Expenses
Out of pocket expenses may include but not be limited to reasonable lodging, meals, mileage and parking. With respect to applicable expenses, reimbursement shall be made by CSCU based on the then-current General Services Administration (GSA) Meals and Incidental Expenses guidelines.

11. RFP Terms and Conditions
The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The contract will be, in form and substance, consistent with applicable CSCU policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any proposer to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, when applicable, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be
conclusive evidence and understanding of intent to incorporate such terms and conditions into a contract.

12. **Supplemental Information**
   As part of the review, CSCU may request a proposer to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal. Proposers may be required to provide a written response within three (3) business days of receipt of any request for clarification by CSCU. CSCU reserves the right to correct inaccurate awards resulting from clerical errors.

13. **Meetings with Proposers**
   At its discretion, CSCU may convene meetings with one or more proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If CSCU decides meetings are warranted, CSCU will contact proposers to make an appointment. The RFP Committee may, at its option, elect to “short-list” the number of proposers brought in for meetings based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP shall be borne by the proposer.

14. **Miscellaneous**
   a. Late or faxed proposals are not acceptable and will be rejected. The CSCU is not responsible for delivery delays or errors by any type of delivery method or carrier including electronic delivery. **For this solicitation, no hard copy delivery of proposals will be accepted.**

   b. Submission of a proposal in response to this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. An Award will be made to the responsible proposer who is determined to be the most advantageous to CSCU. Cost, although an important consideration, will not be the sole determining factor.

   c. Proposer warrants that: proposer did not participate in the RFP development process, did not have knowledge of the contents of this RFP prior to its issuance, that its proposal was not made in connection with any competing proposer submitting a separate response to this RFP, and that the proposal is submitted without collusion or fraud of any kind.

   d. Any alleged oral agreement or arrangement made by a proposer with any agency or employee will be superseded by the written agreement.

   e. Proposers may withdraw their proposals at any time prior to the time and date set for opening.

   f. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the CSCU may be required at the proposer’s expense.

   g. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information). See Section VII.G.

   h. Any and all prices quoted in a proposal shall be valid for a minimum period of 120 days from the due date of the Proposal.
i. Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the contractor.

j. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60 and 46a-68 of the Connecticut General Statutes.

k. For all state contracts as defined in Connecticut General Statutes §9-612(f)(2), having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment H.

l. Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, CSCU or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
ATTACHMENT A
CONTRACT PROPOSAL

Please read carefully

Connecticut State Colleges and Universities
Finance Department
61 Woodland Street
Hartford, CT 06105-2337

THIS FORM MUST BE RETURNED WITH PROPOSAL

<table>
<thead>
<tr>
<th>RFP NUMBER</th>
<th>DATE OF OPENING</th>
<th>TIME OF OPENING</th>
<th>AMOUNT OF SURETY (if required)</th>
<th>DATE ISSUED</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSCU #2107</td>
<td>January 15, 2021</td>
<td>2:30 P.M. E.S.T.</td>
<td>- None -</td>
<td>December 18, 2020</td>
</tr>
</tbody>
</table>

COMMODITY CLASS/SUBCLASS AND DESCRIPTION

Student Accident Insurance

CONTACT: Sharon Kromas
E-MAIL: skromas@commnet.edu

FOR
Connecticut State Colleges and Universities

CONTACT: Sharon Kromas
E-MAIL: skromas@commnet.edu

CONTRACT PERIOD:
To be determined

REQUEST FOR PROPOSAL
Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Connecticut State Colleges & Universities, for furnishing the services herein listed.

AFFIRMATION OF PROPOSER
The undersigned affirms and declares:
1. That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by CSCU within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer’s acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices proposed therein.

<table>
<thead>
<tr>
<th>TYPE OR PRINT NAME OF INDIVIDUAL</th>
<th>DOING BUSINESS AS (Trade Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS</td>
<td>STREET</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>ZIP CODE</td>
<td></td>
</tr>
<tr>
<td>WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL</td>
<td>SOCIAL SECURITY NUMBER</td>
</tr>
<tr>
<td>TYPEWRITTEN NAME</td>
<td>TELEPHONE NUMBER</td>
</tr>
</tbody>
</table>

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL

<table>
<thead>
<tr>
<th>NAME (Type or print names of all partners)</th>
<th>TITLE</th>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
</table>

SIGNATURE WHEN PROPOSER IS A FIRM

<table>
<thead>
<tr>
<th>DOING BUSINESS AS (Trade Name)</th>
<th>BUSINESS ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>

WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL | F.E.I. NUMBER | DATE EXECUTED |
| TYPEWRITTEN NAME | TELEPHONE NUMBER |

SIGNATURE WHEN PROPOSER IS A CORPORATION

<table>
<thead>
<tr>
<th>FULL NAME OF CORPORATION</th>
<th>INCORPORATED IN WHAT STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS</td>
<td>STREET</td>
</tr>
<tr>
<td>F.E.I. NUMBER</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>PRESIDENT</th>
<th>SECRETARY</th>
<th>TREASURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION</td>
<td></td>
<td></td>
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<tr>
<td>TYPEWRITTEN NAME</td>
<td>TELEPHONE NUMBER</td>
<td>DATE EXECUTED</td>
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</table>

FOR ALL PROPOSERS

<table>
<thead>
<tr>
<th>NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL</th>
<th>E-MAIL</th>
<th>TELEPHONE</th>
</tr>
</thead>
</table>

Written or electronic certification to accompany a State contract with a value of $50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:  
☐ Initial Certification  ☐ 12 Month Anniversary Update (Multi-year contracts only.)
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) “Contract” means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) “Contractor” means the person, firm or corporation named as the contractor below;
4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.
CAMPAIGN CONTRIBUTION CERTIFICATION:
I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that all lawful campaign contributions that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

<p>| Lawful Campaign Contributions to Candidates for Statewide Public Office: |</p>
<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<p>| Lawful Campaign Contributions to Candidates for the General Assembly: |</p>
<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

______________________________
Printed Contractor Name

______________________________
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ______ day of __________________, 20__.  

______________________________
Commissioner of the Superior Court (or Notary Public)
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the proposer or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the proposer or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the proposer or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the proposer or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
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<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Cost</th>
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</table>

Description of Services Provided: ___________________________________________________________

______________________________________________________________________________________

Is the consultant a former State employee or former public official?  ☐ YES  ☐ NO

If YES: ___________________________________  __________________________

Name of Former State Agency    Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

___________________________ _____________________________________________________

Printed Name of Proposer or Contractor    Signature of Principal or Key Personnel    Date

___________________________

Printed Name (of above)    Awarding State Agency

Sworn and subscribed before me on this ______ day of ____________, 20__.

___________________________________

Commissioner of the Superior Court or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:
Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:
Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:
I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

________________________________________________    ____________________
Signature       Date

________________________________________________    ____________________   ____       ______
Printed Name       Title

________________________________________________
Firm or Corporation (if applicable)

________________________________________________
Street Address       City      State       Zip

____________________________________
Awarding State Agency

Attachment D
Respondent Name: __________________________________

INSTRUCTIONS:

CHECK ONE: □ Initial Certification.  
□ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

Check applicable box:

☐ Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid (“ITB”), Request for Proposal (“RFP”) or contract package if there was no bid process.

☐ Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

1) “Large state contract” has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
2) “Respondent” means the person whose name is set forth at the beginning of this form; and
3) “State agency” and “quasi-public agency” have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

__________________________________   _________________________________________
Printed Respondent Name                      Printed Name of Authorized Official

___________________________________
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of ________________, 20__.

___________________________________________
Commissioner of the Superior Court (or Notary Public)

_____________________________
My Commission Expires
STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION—Affidavit  
By Entity  
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am_________________________ of   _______________________________ an entity

Signatory’s Title                                    Name of Entity

duly formed and existing under the laws of    ______________________________________

Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of_____________________

And that _______________________________    Name of Entity

Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §4a-60 and 4a-60a, as amended.

Authorized Signatory

________________________________________

Printed Name

Sworn and subscribed to before me on this _______day of____________, 20____.

Commissioner of the Superior Court/  
Commission Expiration Date Notary Public

19
The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-811(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as proposers, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the proposer’s qualifications under the contract compliance requirements:

(a) the proposer’s success in implementing an affirmative action plan;
(b) the proposer’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the proposer’s promise to develop and implement a successful affirmative action plan;
(d) the proposer’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following PROPOSER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the proposer’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: Clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.
Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.
American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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<thead>
<tr>
<th>Company Name</th>
<th>Proposer Federal Employer Identification Number __________________________</th>
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<tbody>
<tr>
<td></td>
<td>Or Social Security Number __________________________</td>
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<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Proposer Identification (response optional/definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposer is a small contractor.  Yes ___  No ___</td>
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<tr>
<td></td>
<td>Proposer is a minority business enterprise. Yes ___  No ___</td>
</tr>
<tr>
<td></td>
<td>If yes, check ownership category Black ___ Hispanic ___ Asian American ___ American Indian / Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</td>
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<tr>
<td></td>
<td>Proposer is certified as above by State of CT Yes ___  No ___</td>
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</table>

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<thead>
<tr>
<th>Proposer Parent Company (if any)</th>
<th>Other Locations in Ct. (if any)</th>
</tr>
</thead>
</table>

**PART II - Proposer Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___  No ___

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___  No ___

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes ___  No ___

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___  No ___

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___  No ___

6. Does your company have a collective bargaining agreement with workers? Yes ___  No ___

   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___  No ___

   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___  No ___

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___  No ___

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___  No ___

9. Does your company have a mandatory retirement age for all employees? Yes ___  No ___

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___  No ___  NA ___

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor Yes ___  No ___  NA ___

12. Does your company have a written affirmative action Plan? Yes ___  No ___

   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___  No ___

   If yes, give name and phone number.
1. Will the work of this contract include subcontractors or suppliers?  Yes _____ No _____

  1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  Yes _____ No _____

---

**PART IV - Proposer Employment Information**

Date:

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<td>Marketing &amp; Sales</td>
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<td>Legal Occupations</td>
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<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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<td>Total One Year Ago</td>
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FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

- Apprentices
- Trainees

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)*
1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
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<tr>
<td>Private Employment Agencies</td>
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<tr>
<td>Schools and Colleges</td>
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<td>Newspaper Advertisements</td>
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<td>Walk Ins</td>
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<tr>
<td>Present Employees</td>
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<tr>
<td>Labor Organizations</td>
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<tr>
<td>Minority/Community Organizations</td>
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<tr>
<td>Others (please identify)</td>
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</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Experience</td>
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<tr>
<td>Ability to Speak or Write English</td>
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<td>Written Tests</td>
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<tr>
<td>High School Diploma</td>
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<td>College Degree</td>
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<td>Union Membership</td>
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<tr>
<td>Personal Recommendation</td>
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<tr>
<td>Height or Weight</td>
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<tr>
<td>Car Ownership</td>
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<tr>
<td>Arrest Record</td>
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<tr>
<td>Wage Garnishments</td>
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</tbody>
</table>

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this PROPOSER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)       (Title)       (Date Signed)    (Telephone)
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission. [www.ct.gov/sec]. Click on the link to “Lobbyist/Contractor Limitations.”
DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination of series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or building contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is not a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.
Contract Provisions

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

3. **Indemnification and Insurance.**
   a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
   b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
   c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
   d. The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
   e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the CSCU prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the CSCU. The CSCU shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CSCU or the State is contributorily negligent.
   f. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without
giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. **Termination.**
   
a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
   
i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.
   
ii. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours’ prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of
this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.

f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

7. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

8. **Nondiscrimination.**
   
   (a) For purposes of this Section, the following terms are defined as follows:
   
   (1) “Commission” means the Commission on Human Rights and Opportunities;
   
   (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
   
   (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
   
   (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
   
   (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
   
   (6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
   
   (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
   
   (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
   
   (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
(10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), (or) (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with
respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

9. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Danell P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Institution or DAS shall provide a copy of these orders to the Contractor.

10. Campaign Contribution Restrictions. For all state contracts as defined in Connecticut General Statutes § 9-612(f)(2) having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising state contractors of
state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM
State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES
In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.
In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale
or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

11. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Institution.

12. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information
The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

13. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

14. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

15. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

16. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

17. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to
Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.

18. **Contractor’s Standards of Conduct.**

(a) In order to insure the orderly and efficient performance of duties and services at CSCU Institutions and to protect the health, safety and welfare of all members of Institution’s community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

   i. Use or possession of drugs or alcohol;
   ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
   iii. Smoking in buildings;
   iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
   v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
   vi. Unauthorized use of Institution vehicles, equipment or property;
   vii. Use of University telephones for personal business;
   viii. Removal or theft of University property;
   ix. Unauthorized duplication or possession of University keys;
   x. Transfer of personal identification card or of parking pass to unauthorized personnel;
   xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
   xii. Interference with the work of other employees;
   xiii. Work attire other than the specified uniform; and
   xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(j) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution’s community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.
Aetna Student Health
Plan Design and Benefits Summary

Connecticut State Colleges and Universities (CSCU)
Domestic and International Students
Accident Plan Brochure

Policy Year: 2020 - 2021
Policy Number:
Central Connecticut State University 890429
Eastern Connecticut State University 890433
Southern Connecticut State University 890434
Western Connecticut State University 890435
www.aetnastudenthealth.com
877-375-4244
This is a brief description of the Student Accident Insurance Plan. The Plan is mandatory for Connecticut State University System full time students. The Plan is underwritten by Aetna Life Insurance Company (Aetna). The exact provisions, including definitions, governing this insurance are contained in the Policy issued to you and may be viewed online at www.aetnastudenthealth.com. If there is a difference between this Benefit Summary and the Master Policy, the Policy will control.

Connecticut State College and Universities (CSCU) Health Services

University Health Services is your University’s on-campus health facility.

For more information:

Central Connecticut State University (CCSU) Health Services:
Please contact at: (860) 832-1925 or
Visit their website at: www.ccsu.edu/healthservices
Office Hours: Monday through Friday 8:00 AM to 5:00 PM
In the event of an emergency, call 911 or the CCSU Campus Police at (860) 832-2375

Eastern Connecticut State University (ECSU) Health Services:
Please contact at: (860) 465-5263 or
Visit their website at: www1.easternct.edu/health/
Office Hours: Monday from 9:00 AM to 5:00 PM and Tuesday - Friday from 9:00 AM to 4:30 PM
In the event of an emergency, call 911 or the ECSU Campus Police at (860) 465-5310

Southern Connecticut State University (SCSU) Health Services:
Please contact at: (203) 392-6300 or
Office Hours: Monday - Thursday 8:30 AM-4:30 PM Friday from 9:30 AM to 4:30 PM
In the event of an emergency, call 911 or the SCSU Campus Police at (203) 392-5375

Western Connecticut State University (WCSU) Health Services:
Please contact at: (203) 837-8594 or
Visit their website at: http://www.wcsu.edu/healthservices/
Office Hours: Monday through Friday 8:00 AM to 4:00 PM
In the event of an emergency, call 911 or the WCSU Campus Police at (203) 837-9300

Coverage Periods

1. **Students**: Coverage for all insured students enrolled for the Fall Semester, will become effective at 12:01 AM on **August 1, 2020**, and will terminate at 11:59 PM on **December 31, 2020**.

2. **New Spring Semester students**: Coverage for all insured students enrolled for the Spring Semester will become effective at 12:01 AM on **January 1, 2021** and will terminate at 11:59 PM on **July 31, 2021**.

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Rates

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<th>Part Time Student Accident</th>
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<td>Mandatory Plan</td>
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*Spring semester enrollment for new students. Enrollment by application only by calling customer service.

*Travel Assistance Program is included in the Accident rates.

Enrollment

All Full-Time students will be automatically enrolled in this Plan.

All Part-Time students are eligible to enroll voluntarily in this Plan directly with Aetna Student Health.

**EXCEPTION:** A Covered Person entering the armed forces of any country will not be covered under the Policy as of the date of such entry. A pro-rata refund of premium will be made for such person, upon written request received by Aetna within 90 days of withdrawal from school.

To obtain an enrollment form for voluntary coverage, log on to www.aetnastudenthealth.com or call Aetna Student Health Customer Service at 877-375-4244.

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<th>CSU</th>
<th>Annual / Fall</th>
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<td>Western Connecticut State University</td>
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<td>1/31/2021</td>
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</tbody>
</table>
**Student Coverage**

**Eligibility**

**Full-Time Students**

All full-time registered undergraduate and graduate students are automatically enrolled in their CSU University's Mandatory Accident Insurance Plan and are required to participate.

Home study, correspondence, Internet classes, and television (TV) courses, do not fulfill the eligibility requirement that the student actively attend classes. If it is discovered that this eligibility requirement has not been met, our only obligation is to refund premium, less any claims paid. * This enrollment requirement will be adjusted during the COVID-19 pandemic.

**Part-Time Students**

Any actively registered and matriculating part-time student enrolled at a CSCU school that is currently participating in an accredited, degree-seeking program is eligible to enroll in the Part time Accident Plan. Aetna Student Health maintains the right to investigate student status and attendance records to verify that Policy eligibility requirements have been met and maintained. If we discover that the Policy Eligibility Requirements have not been met and maintained, our only obligation is a refund of premium, less any claims paid. Eligibility Requirements must be met and maintained each time a premium is paid to continue coverage.

If you withdraw from school within the first **31 days** of a coverage period, you will not be covered under the Policy and the full premium will be refunded, less any claims paid. After **31 days**, you will be covered for the full period that you have paid the premium for, and no refund will be allowed. (This refund policy will not apply if you withdraw due to a covered Accident or Sickness.)

**In-network Provider Network**

Aetna Student Health offers Aetna’s broad network of In-network Providers. You can save money by seeing In-network Providers because Aetna has negotiated special rates with them, and because the Plan’s benefits are better.

If you need care that is covered under the Plan but not available from an In-network Provider, contact Member Services for assistance at the toll-free number on the back of your ID card. In this situation, Aetna may issue a pre-approval for you to receive the care from an Out-of-network Provider. When a pre-approval is issued by Aetna, the benefit level is the same as for In-network Providers.

**Precertification**

You need pre-approval from us for some eligible health services. Pre-approval is also called precertification.

**Precertification for medical services and supplies**

**In-network care**

Your in-network physician is responsible for obtaining any necessary pre-certification before you get the care. If your in-network physician doesn't get a required pre-certification, we won't pay the provider who gives you the care. You won't have to pay either if your in-network physician fails to ask us for pre-certification. If your in-network physician requests pre-certification and we refuse it, you can still get the care but the plan won't pay for it. You will find additional details on requirements in the Certificate of Coverage.
Out-of-network care

When you go to an out-of-network provider, it is your responsibility to obtain pre-certification from us for any services and supplies on the pre-certification list. If you do not pre-certify, your benefits may be reduced, or the plan may not pay any benefits. Refer to your schedule of benefits for this information. The list of services and supplies requiring pre-certification appears later in this section.

Pre-certification call

Pre-certification should be secured within the timeframes specified below. To obtain pre-certification, call Member Services at the toll-free number on your ID card. This call must be made:

<table>
<thead>
<tr>
<th>Non-emergency admissions:</th>
<th>You, your physician or the facility will need to call and request pre-certification at least 14 days before the date you are scheduled to be admitted.</th>
</tr>
</thead>
<tbody>
<tr>
<td>An emergency admission:</td>
<td>You, your physician or the facility must call within 48 hours or as soon as reasonably possible after you have been admitted.</td>
</tr>
<tr>
<td>An urgent admission:</td>
<td>You, your physician or the facility will need to call before you are scheduled to be admitted. An urgent admission is a hospital admission by a physician due to the onset of or change in an illness, the diagnosis of an illness, or an injury.</td>
</tr>
<tr>
<td>Outpatient non-emergency services requiring pre-certification:</td>
<td>You or your physician must call at least 14 days before the outpatient care is provided, or the treatment or procedure is scheduled.</td>
</tr>
</tbody>
</table>

We will provide a written notification to you and your physician of the pre-certification decision, where required by state law. If your pre-certified services are approved, the approval is valid for 30 days as long as you remain enrolled in the plan.

If you require an extension to the services that have been pre-certified, you, your physician, or the facility will need to call us at the number on your ID card as soon as reasonably possible, but no later than the final authorized day.

If pre-certification determines that the stay or outpatient services and supplies are not covered benefits, the notification will explain why and how you can appeal our decision. You or your provider may request a review of the pre-certification decision. See the When you disagree - claim decisions and appeals procedures section of Certificate of Coverage.

What if you don't obtain the required pre-certification?

If you don't obtain the required pre-certification:

- Your benefits may be reduced, or the plan may not pay any benefits. See the schedule of benefits Pre-certification penalty section.
- You will be responsible for the unpaid balance of the bills.
- Any additional out-of-pocket expenses incurred will not count toward your deductibles or maximum out-of-pocket limits.
Description of Benefits

The Plan excludes coverage for certain services (referred to as exceptions in the certificate of coverage) and has limitations on the amounts it will pay. While this Plan Design and Benefit Summary document will tell you about some of the important features of the Plan, other features may be important to you and some may further limit what the Plan will pay. To look at the full Plan description, which is contained in the Certificate of Coverage issued to you, go to [www.aetnastudenthealth.com](http://www.aetnastudenthealth.com). If any discrepancy exists between this Benefit Summary and the Certificate of Coverage, the Certificate will control.

This Plan will pay benefits in accordance with any applicable Connecticut Insurance Law(s).

<table>
<thead>
<tr>
<th>Policy Year Maximum</th>
<th>$100,000 per Accident per Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>COINSURANCE</td>
<td>Covered Medical Expenses are payable at the coinsurance percentage specified below, after any applicable Deductible.</td>
</tr>
</tbody>
</table>

### INPATIENT HOSPITALIZATION BENEFITS

<table>
<thead>
<tr>
<th>Room and Board Expense</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room and Board Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge for a semi-private room</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous Hospital Expense</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Hospital Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>Includes, but not limited to: operating room, laboratory tests/X rays, oxygen tent, and drugs, medicines, dressings.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Surgical Physicians Hospital Visit Expense</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Surgical Physicians Hospital Visit Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>Non-surgical services of the attending Physician, or a consulting Physician.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SURGICAL EXPENSES

<table>
<thead>
<tr>
<th>Surgical Expense (Inpatient and Outpatient)</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surgical Expense (Inpatient and Outpatient)</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Anesthesia Expense (Inpatient and Outpatient)</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesia Expense (Inpatient and Outpatient)</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assistant Surgeon Expense (Inpatient and Outpatient)</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Surgeon Expense (Inpatient and Outpatient)</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ambulatory Surgical Expense</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory Surgical Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>OUTPATIENT EXPENSE</td>
<td>Preferred Care</td>
<td>Non-Preferred Care</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Hospital Outpatient Department Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>Walk-in Clinic Visit Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>Emergency Room Expense</td>
<td>100% of the Negotiated Charge</td>
<td>100% of the Recognized Charge</td>
</tr>
<tr>
<td>Important Notice:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A separate hospital emergency room visit benefit deductible or copay applies for each visit to an emergency room for emergency care.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Covered medical expenses that are applied to the emergency room visit benefit deductible or copay cannot be applied to any other benefit deductible or copay under the plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Likewise, covered medical expenses that are applied to any of the plan's other benefit deductibles or copays cannot be applied to the emergency room visit benefit deductible or copay.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Separate benefit deductibles or copays may apply for certain services rendered in the emergency room that are not included in the hospital emergency room visit benefit. These benefit deductibles or copays may be different from the hospital emergency room visit benefit deductible or copay, and will be based on the specific service rendered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Similarly, services rendered in the emergency room that are not included in the hospital emergency room visit benefit may be subject to coinsurance rates that are different from the coinsurance rate applicable to the hospital emergency room visit benefit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Important Note: Please note that Non-Preferred Care Providers do not have a contract with Aetna, the provider may not accept payment of your cost share (your deductible and coinsurance) as payment in full. You may receive a bill for the difference between the amount billed by the provider and the amount paid by this Plan. If the provider bills you for an amount above your cost share, you are not responsible for paying that amount. Please send Aetna the bill at the address listed on the back of your member ID card and Aetna will resolve any payment dispute with the provider over that amount. Make sure your member ID number is on the bill.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urgent Care Expense</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td>Ambulance Expense</td>
<td>100% of the Negotiated Charge</td>
<td>100% of the Recognized Charge</td>
</tr>
<tr>
<td>OUTPATIENT EXPENSE (Continue)</td>
<td>Preferred Care</td>
<td>Non-Preferred Care</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td><strong>Physician’s Office Visit Expense</strong>&lt;br&gt;This benefit includes visits to specialists</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Laboratory and X-ray Expense</strong></td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>High Cost Procedures Expense</strong>&lt;br&gt;Includes CT scans, MRIs, PET scans, Laser Treatment and Nuclear Cardiac Imaging Tests</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Therapy Expense</strong>&lt;br&gt;Includes Physical, Speech, and Occupational Therapy.</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Therapy Expense</strong>&lt;br&gt;Includes chemotherapy, including anti-nausea drugs used in conjunction with the chemotherapy, orally administered anticancer medications, prescribed by a prescribing practitioner, and used to kill or slow the growth of cancerous cells, radiation therapy, tests and procedures.</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Chiropractic Therapy Expense</strong>&lt;br&gt;Includes office visits and manipulations.</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Durable Medical and Surgical Equipment Expense</strong></td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Prosthetic Devices Expense</strong></td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Dental Injury Expense</strong></td>
<td>100% of the Actual Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREVENTIVE CARE</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Immunizations Expense</strong>&lt;br&gt;Includes travel immunizations and flu shots.</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL BENEFITS</th>
<th>Preferred Care</th>
<th>Non-Preferred Care</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Health Care Expense</strong>&lt;br&gt;Benefits are limited to a maximum of 100 visits per Policy year.</td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Licensed Nurse Expense</strong></td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge</td>
</tr>
<tr>
<td><strong>Skilled Nursing Facility Expense</strong></td>
<td>100% of the Negotiated Charge</td>
<td>80% of the Recognized Charge for the semi-private room rate</td>
</tr>
<tr>
<td><strong>Rehabilitation Facility Expense</strong></td>
<td>100% of the Negotiated Charge for the rehabilitation facility's daily room and board maximum for semi-private accommodations</td>
<td>80% of the Recognized Charge for the rehabilitation facility's daily room and board maximum for semi-private accommodations</td>
</tr>
</tbody>
</table>
A covered person, a covered person's designee or a covered person's prescriber may seek an expedited medical exception process to obtain coverage for non-covered drugs in exigent circumstances. An “exigent circumstance” exists when a covered person is suffering from a health condition that may seriously jeopardize a covered person's life, health, or ability to regain maximum function or when a covered person is undergoing a current course of treatment using a non-formulary drug.

The request for an expedited review of an exigent circumstance may be submitted by contacting Aetna's Pre-certification Department at 1-855-240-0535, faxing the request to 1-877-269-9916, or submitting the request in writing to:

CVS Health
ATTN: Aetna PA
1300 E. Campbell Road
Richardson, TX 75081

**What your plan doesn't cover – some eligible health service exceptions**

We already told you about the many health care services and supplies that are eligible for coverage under your plan in the Eligible health services under your plan section. And we told you there, that some of those health care services and supplies have exceptions (exclusions). For example, physician care is an eligible health service but physician care for cosmetic surgery is never covered. This is an exception (exclusion).

In this section we tell you about the exceptions.

And just a reminder, you'll find coverage limitations in the schedule of benefits.

**General exceptions**

This Plan does not cover nor provide benefits for:

- Expense incurred for dental treatment, services and supplies except for those resulting from injury to sound natural teeth or for extraction of impacted wisdom teeth and those as specially covered under the Policy.

- Expense incurred for services normally provided without charge by the Policyholder’s school health services, infirmary or hospital, or by health care providers employed by the Policyholder.

- Expense incurred as a result of injury due to participation in a riot. "Participation in a riot" means taking part in a riot in any way, including inciting the riot or conspiring to incite it. It does not include actions taken in self-defense so long as they are not taken against persons who are trying to restore law and order.

- Expense incurred as a result of an accident occurring in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation; except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route.

- Expense incurred as a result of an injury or sickness due to working for wage or profit or for which benefits are payable under any Workers' Compensation or Occupational Disease Law.

- Expense incurred as a result of an injury sustained or sickness contracted while in the service of the Armed Forces of any country. Upon the covered person entering the Armed Forces of any country, the unearned pro rata premium will be refunded to the Policyholder.
- Expense incurred for treatment provided in a governmental hospital unless there is a legal or regulatory obligation to pay such charges in the absence of insurance.

- Expense incurred for elective treatment or elective surgery except as specifically covered under the Policy and provided while the Policy is in effect.

- Expense incurred for cosmetic surgery, reconstructive surgery, or other services and supplies which improve, alter, or enhance appearance, whether or not for psychological or emotional reasons, except to the extent needed to:
  - Improve the function of a part of the body that is not a tooth or structure that supports the teeth and is malformed as a result of a severe birth defect, including harelip, webbed fingers or toes, or as direct result of disease or surgery performed to treat a disease or injury.
  - Repair an injury (including reconstructive surgery for prosthetic device for a covered person who has undergone a mastectomy) which occurs while the covered person is covered under the Policy. Surgery must be performed in the policy year of the accident which causes the injury or in the next policy year.

- Expense incurred for any services rendered by a member of the covered person's immediate family or a person who lives in the covered person's home.

- Expense for or related to artificial insemination, in-vitro fertilization or embryo transfer procedures, male elective sterilization, or elective abortion unless specifically covered under the Policy.

- Expenses for treatment of injury or sickness to the extent that payment is made as a judgment or settlement by any person deemed responsible for the injury or sickness (or their insurers) to the extent allowed by law.

- Expense incurred for which no member of the covered person's immediate family has any legal obligation for payment.

- Expense incurred for custodial care.

- Expense incurred for the removal of an organ from a covered person for the purpose of donating or selling the organ to any person or organization except as specifically covered in the Policy. This limitation does not apply to a donation by a covered person to a spouse, child, brother, sister, or parent.

- Expenses incurred for the repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices except as specifically covered in the Policy.

- Expense incurred for, or in connection with, drugs, devices, procedures, or treatments that are, as determined by Aetna to be, experimental or investigational except as specifically covered under the Policy.

- Expenses incurred for gastric bypass and any restrictive procedures for weight loss except screening and counseling services specifically covered under the Policy.

- Expenses incurred for breast reduction/mammoplasty.

- Expenses incurred for gynecomastia (male breasts).

- Expense incurred by a covered person not a United States citizen for services performed within the covered person's home country if the covered person's home country has a socialized medicine program.

- Expense incurred for acupuncture except as specifically covered under the Policy.
• Expense incurred for alternative holistic medicine and/or therapy including, but not limited to, yoga and hypnotherapy unless specifically covered under the Policy.

• Expense for: (a) care of flat feet; (b) supportive devices for the foot; (c) care of corns, bunions, or calluses; (d) care of toenails; and (e) care of fallen arches, weak feet, or chronic foot strain except that (c) and (d) are not excluded when medically necessary because the covered person is diabetic or suffers from circulatory problems.

• Expense for injuries sustained as the result of a motor vehicle accident to the extent that benefits are payable under other valid and collectible insurance whether or not claim is made for such benefits. The Policy will only pay for those losses which are not payable under the automobile medical payment insurance Policy.

• Expense incurred when the person or individual is acting beyond the scope of his/her/its legal authority.

• Expense incurred for hearing exams, hearing aids; the fitting; or prescription of hearing aids except as specifically covered under the Policy. Not covered are:
  - Any hearing service or supply that does not meet professionally accepted standards;
  - Hearing exams given during a stay in a hospital or other facility;
  - Any tests, appliances, and devices for the improvement of hearing, including aids, hearing aids and amplifiers, or to enhance other forms of communication to compensate for hearing loss or devices that simulate speech; and
  - Routine hearing exams, except for routine hearing screenings as specifically described under Preventive Care Benefits.

• Expense for care or services covered under Medicare Part A or Part B and the covered person is enrolled in Medicare Part A or B.

• Expense for telephone consultations, charges for failure to keep a scheduled visit, or charges for completion of a claim form.

• Expense for personal hygiene and convenience items such as air conditioners, humidifiers, hot tubs, whirlpools, or physical exercise equipment even if such items are prescribed by a physician.

• Expense incurred for any non-emergency charges incurred outside of the United States 1) if you traveled to such location to obtain prescription drugs, or supplies, even if otherwise covered under this Policy, or 2) such drugs or supplies are unavailable or illegal in the United States, or 3) the purchase of such prescription drugs or supplies outside the United States is considered illegal.

• Expense for services or supplies provided for the treatment of obesity and/or weight control except screening and counseling services as specifically covered under the Policy. Not covered is any treatment, drug service or supply intended to decrease or increase body weight, control weight or treat obesity, including morbid obesity, regardless of the existence of comorbid conditions, including but not limited to:
  - Liposuction, banding, gastric stapling, gastric by-pass and other forms of bariatric surgery;
  - surgical procedures, medical treatments, weight control/loss programs and other services and supplies that are primarily intended to treat, or are related to the treatment of obesity, including morbid obesity;
  - Drugs, stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food or food supplements, appetite suppressants and other medications;
  - Counseling, coaching, training, hypnosis, or other forms of therapy; and
  - Exercise programs, exercise equipment, membership to health or fitness clubs, recreational therapy, or other forms of activity or activity enhancement.
- Expense for incidental surgeries and standby charges of a physician.
- Expense incurred for injury resulting from the play or practice of intercollegiate sports, participating in sports clubs; or intramural athletic activities; is excluded after 104 weeks from the date of accident.
- Expense incurred for non-preferred care charges that are not recognized charges.
- Expense for treatment of covered students who specialize in the mental health care field and who receive treatment as a part of their training in that field.
- Expense incurred for routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically covered in the Policy.
- Expense incurred for a treatment, service, prescription drug, or supply which is not medically necessary as determined by Aetna for the diagnosis, care, or treatment of the sickness or injury involved, the restoration of physiological functions, or covered preventive services. This includes behavioral health services that are not primarily aimed at treatment of sickness, injury, restoration of physiological functions or that do not have a physiological or organic basis. This applies even if they are prescribed, recommended, or approved by the person's attending physician, dentist, or vision provider.
- Expenses incurred for vision-related services and supplies, except as specifically covered in the Policy. In addition, the plan does not cover:
  - Special supplies such as non-prescription sunglasses;
  - Vision service or supply which does not meet professionally accepted standards;
  - Special vision procedures, such as orthoptics or vision training;
  - Eye exams during a stay in a hospital or other facility for health care;
  - Eye exams for contact lenses or their fitting;
  - Eyeglasses or duplicate or spare eyeglasses or lenses or frames;
  - Replacement of lenses or frames that are lost or stolen or broken;
  - Acuity tests; and
  - Eye surgery for the correction of vision, including radial keratotomy, LASIK and similar procedures;
  - Services to treat errors of refraction.
- Expense incurred for designated care and preferred care charges in excess of the negotiated charge.
- Nursing and home health aide services or therapeutic support services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).
- Expense incurred in relation to genetics: Except as specifically covered in the Policy, the plan does not cover any treatment, device, drug, service or supply to alter the body's genes, genetic make-up, or the expression of the body's genes except for the correction of congenital birth defects.
- Expense incurred for therapies and tests:
  - Any of the following treatments or procedures including but not limited to:
    - Aromatherapy;
    - Bio-feedback and bio-energetic therapy;
    - Carbon dioxide therapy;
    - Chelation therapy (except for heavy metal poisoning);
    - Computer-aided tomography (CAT) scanning of the entire body;
    - Early intensive behavioral interventions (including Applied Behavior Analysis, Denver, LEAP, TEACHH, Rutgers programs) except as specifically covered in the What the Medical Plan Covers Section;
    - Educational therapy;
- Gastric irrigation;
- Hair analysis;
- Hyperbaric therapy, except for the treatment of decompression or to promote healing of wounds;
- Hypnosis, and hypnotherapy, except when performed by a physician as a form of anesthesia in connection with covered surgery;
- Lovaas therapy;
- Massage therapy;
- Megavitamin therapy;
- Primal therapy;
- Psychodrama;
- Purging;
- Recreational therapy;
- Rolfing;
- Sensory or auditory integration therapy;
- Sleep therapy;
- Thermograms and thermography.

- Expenses incurred for any instruction for diet, plaque control and oral hygiene.
- Expenses incurred for dental services and supplies that are covered in whole or in part under any other part of this plan.
- Expenses incurred for jaw joint disorder treatment, services and supplies, except as specifically covered in the Policy, to alter bite or the alignment or operation of the jaw, including temporomandibular joint disorder (TMJ) treatment, orthognathic surgery, and treatment of malocclusion or devices to alter bite or alignment.
- Expenses incurred for orthodontic treatment except as specifically covered in the Orthodontic Treatment Rule section of the Policy.
- Expenses incurred for routine dental exams and other preventive services and supplies, except as specifically covered in the Policy.

Any exclusion above will not apply to the extent that coverage of the charges is required under any law that applies to the coverage.

Fully Insured Disclaimer

The Connecticut State University System Student Health Insurance Plan is underwritten by Aetna Life Insurance Company. Aetna Student HealthSM is the brand name for products and services provided by Aetna Life Insurance Company and its applicable affiliated companies (Aetna).

IMPORTANT NOTICES:

Sanctioned Countries:

If coverage provided by this policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna companies cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

For more information, visit [http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx).
Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call (877) 375-4244

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:
Civil Rights Coordinator,
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),
1-800-648-7817, TTY: 711,
Fax: 859-425-3379 (CA HMO customers: 860-262-7705), CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).

Additional Information: This plan is underwritten by Aetna Life Insurance Company, which was incorporated in Connecticut on June 14, 1853. Aetna Life Insurance Company is wholly owned by Aetna Inc.

Utilization Review Data

The following utilization review data includes utilization review performed by all companies which may be subcontracted, including carve-out services under contract with the Managed Care Organization care enrollees:

A. Total number of utilization review requests: 190

B. Total number of adverse determinations (denials)* based on A: 18

C. The total number of adverse determinations in B above regarding an admission, service, procedure, or an extension of stay that were appealed. (if multiple levels of appeals, count only once) 4

D. Total number of adverse decisions in B above regarding an admission, service, procedure, or extension of stay that were reversed on appeal: 1

*Negotiated or partial certifications are included in this figure.

Health Care Providers

Total number of participating primary care physicians located in:

Fairfield County 1058
<table>
<thead>
<tr>
<th>County</th>
<th>No. of Participating Specialists</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hartford County</td>
<td>1062</td>
</tr>
<tr>
<td>Litchfield County</td>
<td>149</td>
</tr>
<tr>
<td>Middlesex County</td>
<td>186</td>
</tr>
<tr>
<td>New Haven County</td>
<td>1192</td>
</tr>
<tr>
<td>New London County</td>
<td>238</td>
</tr>
<tr>
<td>Tolland County</td>
<td>151</td>
</tr>
<tr>
<td>Windham County</td>
<td>135</td>
</tr>
</tbody>
</table>

Total number of participating specialists located in:

<table>
<thead>
<tr>
<th>County</th>
<th>No. of Participating Specialists</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairfield County</td>
<td>2221</td>
</tr>
<tr>
<td>Hartford County</td>
<td>2334</td>
</tr>
<tr>
<td>Litchfield County</td>
<td>534</td>
</tr>
<tr>
<td>Middlesex County</td>
<td>464</td>
</tr>
<tr>
<td>New Haven County</td>
<td>2822</td>
</tr>
<tr>
<td>New London County</td>
<td>610</td>
</tr>
<tr>
<td>Tolland County</td>
<td>292</td>
</tr>
<tr>
<td>Windham County</td>
<td>230</td>
</tr>
</tbody>
</table>

Total number of participating acute care hospitals located in:

<table>
<thead>
<tr>
<th>County</th>
<th>No. of Participating Hospitals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairfield County</td>
<td>7</td>
</tr>
<tr>
<td>Hartford County</td>
<td>14</td>
</tr>
<tr>
<td>Litchfield County</td>
<td>4</td>
</tr>
<tr>
<td>Middlesex County</td>
<td>2</td>
</tr>
<tr>
<td>New Haven County</td>
<td>10</td>
</tr>
<tr>
<td>New London County</td>
<td>3</td>
</tr>
<tr>
<td>Tolland County</td>
<td>2</td>
</tr>
<tr>
<td>Windham County</td>
<td>3</td>
</tr>
</tbody>
</table>

<p>| No. of Pharmacies-Locations | 710 |</p>
<table>
<thead>
<tr>
<th>Language</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>To access language services at no cost to you, call the number on your ID card.</td>
</tr>
<tr>
<td>Albanian</td>
<td>Për shërbime përkthimi falas për ju, telefononi në numrin që gjendet në kartën tuaj të identitett.</td>
</tr>
<tr>
<td>Amharic</td>
<td>የጭብራት የፍቅርቱን ያለ ከፍቅር ያስተካከል የሚለ&gt;Show all languages in this page.</td>
</tr>
<tr>
<td>Language</td>
<td>Translation</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Hawaiian</td>
<td>No ka wala‘au ʻana me ka lawelawe ʻōlelo e kahea aku i ka helu kelepona ma kāu kāleka ID. ʻĒkī ʻole iā kēia kōkua nei.</td>
</tr>
<tr>
<td>Hindi</td>
<td>बिना किसी कीमत के भाषा सेवाओं का उपयोग करने के लिए, अपने आईडी कार्ड पर दिए नंबर पर कॉल करें।</td>
</tr>
<tr>
<td>Hmong</td>
<td>Yuav kom tau kev pab txhais lus tsis muaj nqei them rau koj, hu tus nj ep awb ntawm kaj daim npawb ID.</td>
</tr>
<tr>
<td>Igbo</td>
<td>Inweta enyemaka asusu na akwughi ugwu obula, kpoo noamba no na kaadi njirimara gi.</td>
</tr>
<tr>
<td>Ilocano</td>
<td>Tapno maakesa dagiti serbisi ti pagsasao nga awanan ti bayadna, awagan ti numero nga adda ayan ti ID kardmo.</td>
</tr>
<tr>
<td>Indonesian</td>
<td>Untuk mengakses layanan bahasa tanpa dikenakan biaya, silakan hubungi nomor telepon di kartu asuransi Anda.</td>
</tr>
<tr>
<td>Italian</td>
<td>Per accedere ai servizi linguistici senza alcun costo per lei, chiami il numero sulla tesserina identificativa.</td>
</tr>
<tr>
<td>Japanese</td>
<td>無料の言語サービスは、IDカードにある番号にお電話ください。</td>
</tr>
<tr>
<td>Karen</td>
<td>թումքահարվածային պարապետական ծրագրերի հետ կապված հատկապես թերթիների պարապետական ծրագրերի (ID) անկումները.</td>
</tr>
<tr>
<td>Korean</td>
<td>무료 다국어 서비스를 이용하려면 보험 ID 카드에 수록된 번호로 전화해 주십시오.</td>
</tr>
<tr>
<td>Kru-Bassa</td>
<td>Ɲyuu kosna mahola ni language services ngui nsaa wogui wo, sebel i nsinga i ye ntilga i kat yong matibla</td>
</tr>
<tr>
<td>Kurdish</td>
<td>یوز دسپینار گوشتن به خزماتگزاری زمان بینی تیچوون یو توی پیهوفدنی بکه به زماراده سر نای دی (ID) کارنی خوی.</td>
</tr>
<tr>
<td>Lao</td>
<td>ເປະຫານ ຜຶ່ງການສະໝັກພາສາບໍ່ແɕ່ງເປັນ ເຊັ່ນ ເຊັ່ນ ID ການຈັດເຕີ່ງ ລ່າງໃຫ້ຫຼືນ.</td>
</tr>
<tr>
<td>Marathi</td>
<td>आपल्यांना कोणत्याही शुल्काची प्रक्रिया भाषा सेवाप्रदेश पोषणाच्या सांगणाऱ्या, आपल्या ID कार्डाची कर्माचार फोन करा.</td>
</tr>
<tr>
<td>Marshallese</td>
<td>Nan bök Jipan kòn kajin llo an ejjelok wonean ñan kwe, kwon kallok nomba eo llo kaat in ID eo am.</td>
</tr>
<tr>
<td>Micronesian-</td>
<td>Pwehn alehdi sawas en lokaia kan ni sohte pweipwei, koahli nempe nan amhw doaropwe en ID.</td>
</tr>
<tr>
<td>Ponapean</td>
<td>Mon-Khmer, Cambodian</td>
</tr>
<tr>
<td>Navajo</td>
<td>T’aa ni nizaad ke’ehji bee niká a’daowol doo bagh ilinigóo naaltoos bee atah nilžjgo nanitiniqí bee néeho’dólziníqí béésh bee hane’í biká’íqí áa’jí’ hólne’.</td>
</tr>
<tr>
<td>Nepali</td>
<td>भाषासम्बन्धी सेवाहस्ती नि:ः शुल्क पर्च सायन आफनी कार्डगा रहेको नंबरमा कल मजौहर्सै।</td>
</tr>
<tr>
<td>Nilotic-Dinka</td>
<td>Tê koor yin ran de wèër de thökic ke cin wëu kor keek tènoñ yin. Ke yin coñ ran ye koc kuññy nê namba de abac tò nê ID kard duñ de tît de nyin de panakim kû.</td>
</tr>
<tr>
<td>Norwegian</td>
<td>For tilgang til kostnadsfri språkjeneste, ring nummeret på ID-kortet ditt.</td>
</tr>
<tr>
<td>Language</td>
<td>Text</td>
</tr>
<tr>
<td>------------------</td>
<td>------</td>
</tr>
<tr>
<td>Pennsylvanian-Dutch</td>
<td>Um Schprooch Services zu griege mitaus Koscht, ruff die Nummer uff dei ID Kaart.</td>
</tr>
<tr>
<td>Persian Farsi</td>
<td>برای دسترسی به خدمات زبان به طور رایگان، با شماره قید شده روزی کارت شناختی خود تماس بگیرید.</td>
</tr>
<tr>
<td>Polish</td>
<td>Aby uzyskać dostęp do bezpłatnych usług językowych, należy zadzwonić pod numer podany na kartce identyfikacyjnej.</td>
</tr>
<tr>
<td>Portuguese</td>
<td>Para aceder aos serviços linguísticos gratuitamente, ligue para o número indicado no seu cartão de identificação.</td>
</tr>
<tr>
<td>Punjabi</td>
<td>ਦੁੱਖਾਂ ਦੀ ਰੁਧੀ ਵਿਚ ਵਿਮੁੰ ਵੇਤਨਾ ਦੈਸਲੀਆਂ ਪੁਲਸਰੀ ਮੇਲਾਂ ਦੀ ਰੁਧੀਬਾਣ ਸ੍ਰੀਸਾਵਲੀ ਅਦਾਤੀ ਬਾਤਾਂ ਦੀ ਰੁਧੀ ਦੇਹਾਤ ਦੇਸਤ ਵਾਲੀ।</td>
</tr>
<tr>
<td>Romanian</td>
<td>Pentru a accesa gratuit serviciile de limbă, apelați numărul de pe cardul de membru.</td>
</tr>
<tr>
<td>Russian</td>
<td>Для того чтобы бесплатно получить помощь переводчика, позвоните по телефону, приведенному на вашей идентификационной карте.</td>
</tr>
<tr>
<td>Samoan</td>
<td>Mō le maualna o ‘au’aunaga tau gagana e auono ma se totagi, vala’au le numera i luga o lau pepa ID.</td>
</tr>
<tr>
<td>Serbo-Croatian</td>
<td>Za besplatne prevodilačke usluge pozovite broj naveden na Vašoj identifikacionoj kartici.</td>
</tr>
<tr>
<td>Spanish</td>
<td>Para acceder a los servicios lingüísticos sin costo alguno, llame al número que figura en su tarjeta de identificación.</td>
</tr>
<tr>
<td>Sudanic Fulfulde</td>
<td>Heeba a naasta nder ekkitol jaangirde woldeji walla yobugo, ewnu lamba je don windi ha do derowol maada.</td>
</tr>
<tr>
<td>Swahili</td>
<td>Kupata huduma za lugha bila malipo kwako, piga nambari iliyo kwenywe kadi yako ya kitambulisho.</td>
</tr>
<tr>
<td>Syriac-Assyrian</td>
<td>ܐܬ ܕܡܕܐܬ ܒܠܡܕܐܝܬ ܡܛܠܒܬܐ ܡܛܠܒܬܐ ܢܛܘܒܐ ܡܠܐܡܐ ܡܛܠܒܬܐ.</td>
</tr>
<tr>
<td>Tagalog</td>
<td>Upang ma-access ang mga serbisyo sa wika nang walang bayad, tawagan ang numero sa iyong ID card.</td>
</tr>
<tr>
<td>Telugu</td>
<td>మా చెట్టం మా చెట్టం మా చెట్టం మా చెట్టం మా చెట్టం మా చెట్టం.</td>
</tr>
<tr>
<td>Thai</td>
<td>หากท่านต้องการการบริการทางพิมพ์ภาษาไทยไม่มีค่าใช้จ่าย โปรดโปรดตรวจสอบที่แสดงอยู่บนบัตรประจำตัวของท่าน</td>
</tr>
<tr>
<td>Tongan</td>
<td>Kapau ‘oku ke fiema ‘u ta’etōtōngi ‘a e ngaahi sēvesi kotoa pē he ngaahi lea kotoa, telefoni ki he fika ‘oku ha atu ‘i ho’o ID kaati.</td>
</tr>
<tr>
<td>Turkish</td>
<td>Dil hizmetlerine ücretsiz olarak erişmek için kimlik kartınızda numarayı arayın.</td>
</tr>
<tr>
<td>Ukrainian</td>
<td>Щоб безкоштовно отримати мовні послуги, задзвоніть за номером, вказаним на вашій ідентифікаційній картці.</td>
</tr>
<tr>
<td>Urdu</td>
<td>لسانی خدمات تک مفت رسنائی کی لی ایہ بیمہ کے کارڈ میں بر جہ نمبر پر کال کریں.</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>Để sử dụng các dịch vụ ngôn ngữ miễn phí, vui lòng gọi số điện thoại ghi trên thẻ ID của quý vị.</td>
</tr>
<tr>
<td>Yiddish</td>
<td>לַכָּה רָאִיֵה אָוֹן יִשְׂכּוּ אֶדְדֶה פּוֹנֶגֶל פּוֹנֶגֶל פּוֹנֶגֶל פּוֹנֶגֶל פּוֹנֶגֶל פּוֹנֶגֶל פּוֹנֶגֶל.</td>
</tr>
<tr>
<td>Yoruba</td>
<td>Lati rary'is awo niše ede fun o lofe', pe nombâ tò wà lori käàdi idânimò rè.</td>
</tr>
</tbody>
</table>
AETNA STUDENT HEALTH  
DESCRIPTION OF COVERED SERVICES  
2020-2021 School Year

As a member of the On Call International ON CALL program, You have access to the following services.

**Medical assistance services are available when traveling 100 or more miles from Your Primary Residence or when traveling in a foreign country. Security assistance services are available when traveling on a scheduled trip 100 or more miles from your Primary Residence and Your campus of Assignment.**

ON CALL must coordinate and provide all transportation arrangements. Transportation arrangements rendered without ON CALL’s coordination are not covered. Expenses submitted to ON CALL for reimbursement that were not coordinated and arranged by ON CALL will not be accepted.

ON CALL phone number: 1-866-525-1956 or collect 1-603-328-1956

*An asterisk (*) below means the service is subject to the Conditions listed at the end of this Description of Covered Services.*

**EMERGENCY TRANSPORTATION SERVICES**

**Emergency Medical Evacuation**: If You suffer an unforeseen acute or life-threatening Sickness or Injury and the medical facility You are currently in is not adequate to treat You in the opinion of ON CALL’s Medical Director and the local attending Legally Qualified Physician, ON CALL will coordinate and provide emergency evacuation (under medical supervision if necessary) by whatever means necessary to the nearest facility capable of providing adequate care or to the following options: a. Your school campus; or, b. Your Primary Residence/Home Country. The option would be chosen by You as long as On Call’s medical team determines You are medically stable enough to travel to the desired location. Services include arranging emergency transportation, related medical services and medical supplies necessarily incurred in connection with the emergency evacuation. Only one Emergency Evacuation will be provided per Injury or Sickness. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Medically Necessary Repatriation**: After initial treatment and stabilization while Hospitalized for a Sickness or Injury, if the local attending Legally Qualified Physician and ON CALL’s Medical Director determine that it is Medically Necessary, ON CALL will coordinate and provide transportation for You to either of the following options: a. Your school campus; or, b. Your Primary Residence/Home Country; for further medical treatment or to recover. The option would be chosen by You as long as On Call’s medical team determines You are medically stable enough to travel to the desired location. Transportation must be by the most direct and economical route. Services include coordinating and providing emergency transportation and medical supplies necessarily incurred in connection with the repatriation. Only one Medically Necessary Repatriation will be provided per Injury or Sickness. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Repatriation of Deceased Remains**: In the event of Your death, ON CALL will render assistance and provide for the return of deceased remains. Services include coordinating and providing for the following: location of a sending funeral home; preparation and transportation of the body from the site of death to the sending funeral home, to the airport and to the place of residence or to the place of burial; minimally necessary casket or air tray for transport; coordination of consular services (in the case of death overseas); procuring and paying for up to 3 death certificates; and transport of the remains from
Counseling sessions are available and medical
Locating MEDICAL order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Visit by Family Member or Friend while Hospitalized**: If you are traveling alone and are Hospitalized and need to remain Hospitalized and it’s determined by ON CALL Physicians that you would benefit from a person of your choice to be with you while Hospitalized, ON CALL will coordinate and provide one round-trip economy airfare to bring that person to your location. This service does not provide reimbursement for any expense incurred by you or your person of choice. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Return of Traveling Companion**: If Your Traveling Companion loses previously-made travel arrangements due to a delay caused by Your Hospitalization for an Injury or Sickness or death, ON CALL will coordinate and provide a one-way economy airfare to return the Traveling Companion to his or her original departure point. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Return of Dependent Children**: If you are Hospitalized and need to remain Hospitalized leaving your dependent children unattended, ON CALL will coordinate and provide a one-way economy class transportation to return the minor children who are under nineteen (19) years of age, and if deemed necessary by the airline, accompany him/her/them with an attendant. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Emergency Return Home**: In the event of a death or life-threatening illness requiring Hospitalization of Your parent, child, sibling or spouse in Your Primary Residence/Home Country, ON CALL will coordinate and provide round-trip economy airfare to return you to your family member’s bedside and back to Your program within 90 days of the departure date. All arrangements associated with Emergency Return Home are subject to verification of necessity. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Bereavement Reunion**: In the event you die while covered under the Program, ON CALL will coordinate and provide one round-trip economy transport within 30 days of the date of death for a family member to arrive at the location of the deceased to identify and accompany the remains back to Your Primary Residence/Home Country. Family member must return to Primary Residence/Home Country within 30 days of the departure date. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

**Return of Personal Belongings**: ON CALL will assist with arranging the shipment of personal effects to Your Primary Residence/Home Country following Your Emergency Medical Evacuation, Medically Necessary Repatriation, or Return of Deceased Remains that prevents you from returning to your study program. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International within 90 days of the evacuation/repatriation or death.

**MEDICAL ASSISTANCE SERVICES**

**Locating Providers**: ON CALL will assist you in finding physicians, behavioral health professionals, dentists, and medical facilities.

**Counseling**: ON CALL will connect you to a behavioral health professional for a telephonic counseling session. Counseling sessions are available 24/7.
Medical Monitoring: During the course of a medical emergency, ON CALL’s professional case managers, including physicians and nurses, will make sure the appropriate level of care is maintained or determine if further intervention, medical transportation, or possibly repatriation (return to Your home country) is needed. ON CALL will provide case notification, both foreign and domestic, between the patient, family, physician and consulate as needed. ON CALL will continue to provide all necessary international claim coordination, to include hospital bill translation and interpretation, as needed.

Emergency Medical Payments: When it is necessary for You to obtain necessary medical services, upon request, ON CALL will advance up to $5,000 in local currency to cover on-site medical expenses. The advance of funds will be made to the medical provider after ON CALL has secured funds from You or Your family. When necessary, ON CALL can provide You with a cash advance of up to $250 in local monies for medical emergencies with an acceptable guarantee of reimbursement from You.

Replacement of Medication and Eyeglasses: ON CALL will arrange to fill a prescription that has been lost, stolen, or requires a refill, subject to local law, whenever possible. ON CALL will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc., are Your responsibility. You should consult Your medical policy to determine any available reimbursement for medications and eyeglasses.

Hotel Convalescence Arrangements: ON CALL can assist You with hotel arrangements if You or Your companion needs to convalesce in a hotel prior to or following medical treatment.

Medical Insurance Assistance: ON CALL can assist You by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow.

Prescription Drug Assistance: When permitted by law and approved by the patient’s Physicians, ON CALL will assist You in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while traveling.

LEGAL ASSISTANCE

Legal Hotline and Referral Services: ON CALL can assist in contacting a local attorney or the appropriate consular officer if You are arrested or detained, involved in an automobile accident, or otherwise need legal help. ON CALL shall arrange for an initial telephone consultation with an attorney, without charge. If further legal assistance is needed, ON CALL can provide a referral to an attorney in the appropriate geographic area. Fees and costs charged by the referred attorney shall be Your responsibility. ON CALL will maintain communications with You, Your family, and school until legal counsel has been retained by You.

Bail Bond Services: ON CALL can assist in securing bail bond services in all available locations. Where permitted by law, ON CALL will provide students up to $1,000 in bail funds, if arranged by ON CALL’s international legal representative.

BAGGAGE ASSISTANCE

ON CALL can assist You in locating lost, stolen or delayed baggage. ON CALL will advise You of the proper reporting procedures and will help them maintain contact with the appropriate companies or authorities to help resolve the problem.
PRE-TRIP ASSISTANCE

Available at any time, not subject to 100-mile travel requirement.

Passport and Visa Information: ON CALL can advise You of the required documentation to enter and depart foreign destinations.

Health Hazards Advisory: ON CALL can provide You with up-to-date travel advisories.

Inoculation Requirements: Medical entry requirements can be provided to You prior to their departure.

Weather Information: ON CALL maintains current information regarding weather conditions for both domestic and international travel destinations. This information will be provided to you through the ON CALL Global Response Center.

Currency Exchange Information: ON CALL can provide You with the daily currency exchange rate for a specified country.

Consulate and Embassy Locations: ON CALL maintains a complete listing of consulates and embassies. These locations are accessible to You by calling the ON CALL Global Response Center.

Travel Locator Service: You can contact the ON CALL Global Response Center 24 hours a day, seven (7) days a week, for assistance in locating hotels, airports, sports facilities, campgrounds, and tourist attractions.

TRAVEL ASSISTANCE SERVICES

Emergency Message Assistance: ON CALL can record emergency messages from You or for You for 24-hour periods. These messages may be retrieved at any time by You, Your family, or school associates.

Emergency Cash Assistance: ON CALL can assist You with emergency cash up to $500. Arrangements will be made through a friend, family member, business, or Your credit card in the event of an emergency. All fees associated with the transfer or deliveries of funds are Your responsibility.

Emergency Ticket Replacement: ON CALL can assist You in replacing lost or stolen airline tickets.

Emergency Card Replacement: ON CALL can assist You with emergency card replacement if You should experience a loss, theft, or damage to his/her credit card or membership card.

Assistance with Recovering Lost or Stolen Items: If You had luggage, documents, or personal items lost or stolen; ON CALL will attempt to recover the items by contacting the appropriate parties. ON CALL will advise You of its efforts as the search takes place. Direct costs of replacing the lost or stolen items are Your responsibility.

Translator and Interpreter Referrals: ON CALL will provide You with referrals to local translators and interpreters in the case of communication problems which cannot be solved via telephone. You are responsible for the selection and payment of the translator or interpreter.
SECURITY ASSISTANCE

Emergency Political Evacuation/Repatriation: In the event of a threatening Security or Political Emergency Situation due to governmental or social upheaval at Your location, ON CALL will coordinate and provide transportation to remove You from the area. Emergency political evacuation/repatriation services are provided by ON CALL security personnel to the nearest safe location and then to Your Primary Home if needed. The decision to emergency political evacuate/repatriate due to a Security or Political Emergency Situation will be made by ON CALL security personnel in consultation with local governments and security analysts. This service is only available when You are traveling on a scheduled trip one hundred (100) miles or more from Your Primary Residence and Your campus of Assignment and You cannot obtain commercial transportation to the nearest safe location within a time period which will enable You to leave the foreign country in time to avert imminent bodily harm or to comply with the time allowed to leave the foreign country pursuant to the orders of the recognized government of that foreign country.

In the event You are in an area in which an act of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, or interference by authorities inhibits ON CALL’S ability to fully provide services, ON CALL shall nonetheless use its best efforts to provide its services, recognizing that obstacles beyond its control will affect the level of service. ON CALL cannot be held responsible for failure to provide services or for delays caused by strikes or other conditions beyond its control including, but not limited to, flight conditions, or where rendering of service is prohibited by local laws or regulatory agencies.

ON CALL retains the discretion to limit one (1) emergency evacuation and or repatriation attributable to any single political emergency situation.

Natural Disaster Evacuation: In the event of a Natural Disaster Situation, ON CALL will on a best-effort basis coordinate and provide for Your evacuation from a safe departure point we designate to a safe haven of our selection. If evacuation becomes impractical due to hostile or dangerous conditions, ON CALL will maintain contact with You and advise You until evacuation becomes viable or the Natural Disaster Situation has passed. This service is only available when You are traveling on a scheduled trip one hundred (100) miles or more from Your Primary Residence and Your campus of Assignment.

ON CALL will only coordinate and arrange for a Natural Disaster Situation evacuation up to and including seven (7) days from the date of the official disaster declaration issued.

Return of Deceased Remains*: If You die as a result of a Political Upheaval or Natural Disaster, ON CALL will coordinate and provide for the return of the deceased remains, including embalming, necessary government authorization, and a container appropriate for transportation of the remains to Your place of residence. Review the Repatriation of Deceased Remains service on page 1 for more detailed information. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

This service is subject to the terms and conditions of the plan and as determined by ON CALL security personnel, in accordance with local and U.S. authorities. In order for you to be eligible for this service, the service must be coordinated and provided by On Call International.

Services rendered without ON CALL’s coordination are not covered. If You are able to leave Your Host Country by normal means, ON CALL will assist You in rebooking flights or other transportation. Expenses for non-emergency transportation are Your responsibility.
*CONDITIONS*

1. **Participation:**
   “You” and “Your”, as used in this document, are defined in the Travel Assistance Program Agreement, effective in the 20-21 School Year.

2. **Political/Natural Disaster Evacuation Triggers**

   **Political Evacuation/Repatriation and Return of Deceased Remains:**
   As determined by ON CALL security personnel, in accordance with local and U.S. authorities if You cannot obtain commercial transportation to the nearest safe location within a time period which will enable You to leave the Host Country in time to avert Imminent Bodily Harm or to comply with the time allowed to leave the Host Country pursuant to the orders of the recognized government of that Host Country. In addition to the above, one or more of the following triggers must occur:
   
   i. Officials of the Host Country or the embassy of the country with which You are a national has issued for reasons other than medical, a recommendation that categories of persons which include You should leave the Host Country; and/or
   
   ii. You are being expelled or declared persona non grata on the written authority of the recognized government of the Host Country; and/or
   
   iii. The Political and Military Events in the Host Country have created a situation in which You are in danger of Imminent Bodily Harm to the extent that You must be removed from the Host Country;

   **Natural Disaster Evacuation/Repatriation and Return of Deceased Remains:**
   As determined by ON CALL security personnel, in accordance with local and U.S. authorities if You cannot obtain commercial transportation to the nearest safe location within a time period which will enable You to leave the Host Country in time to avert Imminent Bodily Harm or to comply with the time allowed to leave the Host Country pursuant to the orders of the recognized government of that Host Country. In addition to the above, one or more of the following triggers must occur:

   i. Officials of the Host Country, or the embassy of the country with which You is a national, has issued for reasons due to the natural disaster situation, a recommendation that categories of persons which include You, should leave the Host Country;

   ii. Your location in the Host Country is deemed Uninhabitable by ON CALL security personnel

3. **General Limitations:**
   All legal actions arising under this Agreement shall be barred unless written notice thereof is received by ON CALL within one (1) year from the date of event giving rise to such legal action. ON CALL cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control including, but not limited to, flight conditions, or where rendering of service is prohibited by local laws or regulatory agencies.

   You may be required to release ON CALL or any health care provider from liability during emergency evacuation and/or repatriation.
4. Medical Assistance Services CONDITIONS:
   i. ON CALL shall not provide services enumerated if the coverage is sought as a result of: involvement in any act of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, and insurrection, military or usurped power; traveling against the advice of a Physician; traveling for the purpose of obtaining medical treatment; the commission of or attempt to commit an unlawful act; mental or emotional disorders, unless hospitalized; participation as a professional in athletics; riding or driving in races, speed or endurance competitions or events, services provided for you for which no charge is normally made; travel within 100 miles of your Primary Residence, unless in a foreign country, or travel in a foreign location.

   ii. The services described above currently are available in every country of the world. Due to political and other situations in certain areas of the world, ON CALL may not be able to respond in the usual manner. It is Your responsibility to inquire whether a country is "open" for assistance prior to Your departure and during Your stay.

   iii. ON CALL also reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit ON CALL to fully provide services.

   iv. If You request a transport related to a condition that has not been deemed medically necessary by a Physician designated by ON CALL in consultation with a local Legally Qualified Physician or to any condition excluded hereunder, and You agree to be financially responsible for all expenses related to that transport, ON CALL will arrange but not pay for such transport to a medical facility or to Your residence and will make such arrangements using the same degree of care and completeness as if ON CALL was providing service under this agreement. A waiver of liability will be required prior to arranging these transportation services.

   v. ON CALL shall not be responsible for any claim, damage, loss, costs, liability or expense which arise in whole or in part as a result of ON CALL’s inability to reach the authorized Client Contact person for any reason beyond ON CALL’s control or as a result of the failure and/or refusal of the Client to authorize services proposed by ON CALL.

   All transportation benefits must be by the most direct and economical route possible.

Definitions for Medical and Travel Assistance Services Only:

“Injury” or “Injuries” means bodily harm caused by an Accident which: 1) occurs while coverage is in effect; and 2) requires examination and treatment by a Legally Qualified Physician.

“Accident” means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
“Legally Qualified Physician” means a physician: (a) other than You, a Traveling Companion or a family member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

“Traveling Companion” means a person whose name appears with You on the same Assignment or Leisure Travel and who, during Your Assignment or Leisure Travel, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

“Home Country” means the country in which You resided before taking up Assignment or Leisure Travel or country in which they hold a valid passport.

“Sickness” means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while coverage is in effect.

“Primary Residence” means the location in which You resided within their Home Country before taking up Assignment or Leisure Travel.

“Assignment” means You are carrying out Your occupational or academic related duties, research or study related to a participating school or university.

“Leisure Travel” means You are traveling more than 100 miles from Your Primary Residence

“Medically Necessary” means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

“Hospitalized” means to be admitted and deemed an inpatient by a Legally Qualified Physician

5. Political and Natural Disaster Evacuation/Repatriation CONDITIONS:
ON CALL security personnel will determine the need for evacuation in consultation with local governments and security analysts. ON CALL may use any and all appropriate resources to evacuate You including, but not limited to, charter aircraft, ground and sea transportation in such circumstances where the point of departure may not be an international airport. In the case that an evacuation is impossible due to hostile conditions, ON CALL will use security resources to maintain contact with You, to the greatest extent allowed by circumstance, until evacuation becomes possible or the emergency is resolved.

In the event a covered You is in an area in which an act of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, or interference by authorities inhibits ON CALL’s ability to fully provide services, ON CALL shall nonetheless use its best efforts to provide its services, recognizing that obstacles beyond its control will affect the level of service. ON CALL cannot be held responsible for failure to provide services or for delays caused by conditions beyond its control including, but not limited to, flight or weather conditions, strikes, unforeseen changes to airport regulations or restrictions, failure of You to comply with ON CALL’s recommendations, or where rendering of service is prohibited by local laws or regulatory agencies.
ON CALL must make all arrangements for You. Services rendered without ON CALL’s coordination and approvals are not covered. Claims submitted for reimbursement will not be accepted. If You are able to leave Your host country by normal means, such as changing a commercial airline ticket, ON CALL will assist in rebooking flights or other transportation. Expenses for non-emergency transportation are the responsibility of You.

All legal actions arising under this Agreement shall be barred unless written notice thereof is received by ON CALL within one (1) year from the date of event giving rise to such legal action. ON CALL cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to flight conditions, or where rendering of service is prohibited by local laws or regulatory agencies.

Upon request, ON CALL shall assist You on a fee-for-service basis for circumstances falling outside the above terms and conditions. ON CALL reserves the right, at its sole discretion, to request additional financial guarantees, pre-payment, or indemnification from You prior to rendering such services.

ON CALL shall not cover any services in connection with an event arising from or attributable to:

I. Violation by You of the laws or regulations of the country in which the Covered Event takes place;

II. The failure by You to properly procure or maintain immigration, academic, work, residence or similar visas, permits or other documentation;

III. The Security or Political Emergency Situation Repatriation or Natural Disaster Evacuation/Repatriation of an International Participant who is in his or her Home Country or country in which they hold a valid passport;

IV. Any medical expenses incurred by You;

V. The kidnap and/or ransom of You;

VI. Any expenses not related to an Security or Political Emergency Situation Repatriation or Natural Disaster Evacuation/Repatriation, including expenses for transportation from the Host Country by normal commercial means;

VII. If a travel restriction has been lifted, any expenses related to Security or Political Emergency Situation Repatriation, when You traveled to the Host Country 90 days following the U.S. State Department’s official declaration of the Political Event.

VIII. Any expenses related to Security or Political Emergency Situation Repatriation or Natural Disaster Evacuation/Repatriation, when You traveled to the Host Country while officials of the Home Country or Host Country continued to recommend against travel to that location;

IX. Your medical claim, including but not limited to a communicable disease, will be excluded from the Security or Political Emergency Situation coverage;

X. Natural Disaster Evacuation/Repatriation when the natural disaster situation or the event directly giving rise to it precedes Your arrival;

XI. When You elect not to depart with evacuation arrangements coordinated by ON CALL. Coverage for You is immediately terminated.

XII. Services rendered without the coordination and approval of ON CALL.

XIII. Evacuations from Office of Foreign Assets Control ("OFAC") listed countries

XIV. Evacuations to or from Your Home or Host Country that has been declared a Level 4 Travel Advisory by the U.S. Department prior to your Scheduled Departure Date or while traveling against the advise of a Level 4 Global Health Advisory issued by the U.S. State Department.

XV. Evacuations from Afghanistan
ON CALL must coordinate and provide all transportation arrangements. Services rendered without ON CALL’s coordination are not covered. If You are able to leave Your Host Country by normal means, ON CALL will assist You in rebooking flights or other transportation. Expenses for non-emergency transportation are Your responsibility.

Definitions for Security or Political/Natural Disaster Evacuation/Repatriation Services Only:

“You” and “Your” means all members and their covered dependents who are eligible under a Covered Security Membership to receive assistance and transportation services from ON CALL.

“Combined Single Limit (CSL)” is the maximum amount ON CALL will pay.

“Covered Event” is the Security or Political Emergency Situation/Repatriation or Natural Disaster Evacuation/Repatriation of You. In order to qualify as a Covered Event, the Security or Political Emergency Situation or Natural Disaster Evacuation must occur as soon as reasonably possible following the event or events set forth in the definitions of Emergency Political Evacuation/Repatriation and Emergency Natural Disaster Evacuation/Repatriation. The event or events shall be deemed to commence at the first manifestation of a political, military, or natural event in which You are in danger of Imminent Bodily Harm.

Any Emergency Political Evacuation/Repatriation or Natural Disaster Evacuation/Repatriation, as a result of a You traveling to a Host Country within 90 days following the U.S. State Department’s official declaration of the Political or Natural Disaster Event or when You traveled to the Host Country while officials of the Home Country or Host Country continued to recommend against travel to that location, shall in no way be considered a Covered Event.

“Covered Security Membership” is the membership agreement between ON CALL and Aetna Student Health under which ON CALL agrees to provide emergency evacuation services to You (and Your named family members, if applicable) who is (or are) traveling to a Host Country under the terms and conditions of the membership. As You are enrolled in the Aetna Student Health Insurance Program, You are enrolled in the Covered Security Membership.

“Evacuation” is the transportation of You from the Host Country to the nearest place of safety.

“Home Country” means the country in which You resided before taking up Assignment or Leisure Travel or a country in which they hold a valid passport.

“Host Country” is the country which You have traveled to and which is not Your Home Country.

“Imminent Bodily Harm” means the existence of any condition or circumstance, which cannot be avoided through normal precautionary measures, and could reasonably be expected to cause death or serious physical harm to You, if You were to remain in the affected area where the Political or Natural Disaster event has occurred.

“International Participant” means a non-US resident traveling outside of Your Home Country and who is eligible under a Covered Security Membership to receive assistance and transportation services from ON CALL.
“Natural Disaster Situation” means an event occurring directly out of an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that the government of the host country issues an official disaster declaration and determines the affected area to be uninhabitable. Natural Disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

a. the path of the named storm deviates by a distance of greater than 200 miles within a 72-hour period from the path forecast by a national recognized meteorological service; or

b. less than 72 advance hours’ notice of a potential landfall for a named storm exists.

In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

“Political and Military Events” means civil unrest, rebellion, riot, military uprising or labor disturbances, strike, or a nuclear, biological, or chemical occurrence caused by terrorism.

“Repatriation” is the transportation of You from the safe haven to Your Home Country.

“Return of Deceased Remains” is the return of Your remains to Your Home Country in the event You die as a result of bodily harm under the conditions set forth in the definitions of Emergency Political Evacuation/Repatriation or Natural Disaster Evacuation/Repatriation.

“Assignment” means You are carrying out Your occupational or academic related duties, research or study related to a participating school or university.

“Leisure Travel” means You are traveling more than 100 miles from Your Primary Residence.

“Security or Political Emergency Situation” shall mean:

1. Officials of the foreign country or the embassy of the country with which You are a national has issued for reasons other than medical, a recommendation that categories of persons which include You should leave the foreign country; and/or

2. You are being expelled or declared persona non-grata on the written authority of the recognized government of the foreign country for reasons other than medical; and/or

3. The political and military events in the foreign country has created a situation in You are in danger of imminent bodily harm, other than from a medical situation to the extent that You must be removed from the foreign country.

“Uninhabitable” means Your Host Country location is deemed unfit for residence, as determined by ON CALL security personnel in accordance with U.S. and local authorities, due to lack of habitable shelter, food, heat and/or potable water AND no suitable supplemental housing is available within 100 miles of the disaster site.

More Information
Aetna Life Insurance Company (Aetna) provides access to certain Medical Evacuation/Repatriation (MER); Natural Disaster and Political Evacuation (NDPE); and Worldwide Emergency Travel Assistance (WETA) services which are serviced by On Call International, LLC (On Call).

Aetna Student Health℠ is the marketing name for programs offered by Aetna Life Insurance Company.
Description of Covered Services
On Call International
2020-2021 School Year

(“Aetna”). Aetna and On Call are independent contractors and not employees or agents of the each other. Neither Aetna nor any of its affiliates provides, administers or underwrites MER, NPDE and WETA services and neither Aetna nor any of its affiliates is responsible in any way for the services provided by or through On Call.
Business Travel Accident
Insurance Policy

Issued by:
U.S. Specialty Insurance Company

For: Connecticut State University - Central

Tokio Marine HCC: MIS Group
251 N. Illinois St.
Suite 600
Indianapolis, IN 46204

BLANKET ACCIDENT POLICY

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT
OR EMERGENCY SICKNESS ONLY.

PLEASE READ THIS POLICY CAREFULLY
NON-PARTICIPATING

Words and phrases that appear in bold print have special meanings and are defined in the Definitions Section(s) of this Policy. Defined terms include the plural.

Throughout this Policy the words “We”, “Us” and “Our” refer to the Company as shown above providing this insurance.

Please Read This Policy Carefully
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Insuring Agreement

Section I: Policy Information

Policyholder’s Name and Address: Connecticut State University – Central
1615 Stanley Street
New Britain, CT 06050-4010

Policy Number: BTA-040-00
Effective Date: 07/01/2020
Expiration Date: 06/30/2021

Tokio Marine HCC Medical Insurance Services Group
HCC Medical Insurance Services, Inc.
251 N. Illinois St.
Suite 600
Indianapolis, IN 46204

Issued by the stock insurance company indicated below:
U.S. Specialty Insurance Company, a member of the Tokio Marine HCC group of companies,
Incorporated under the laws of Texas

Section II: Policy Period and Applicable Law

Policy Period

Effective Date: 07/01/2020
Expiration Date: 06/30/2021

This Policy will take effect on the Effective Date shown in Section II of the Insuring Agreement at 12:00:01 A.M. U.S. Eastern Standard Time.

This Policy will expire on the Expiration Date shown in Section II of the Insuring Agreement at 11:59:59 P.M. U.S. Eastern Standard Time.

This insurance is provided by the Company in consideration of payment of the Required Premium Payment shown in Section I of the Premium Summary.

Applicable Law

This Policy is a legal contract between the Policyholder and the Company. This Policy is issued in and covered by the laws of Connecticut. The President and Secretary of the Company witness this Policy.

Michael J. Schell
President

Alexander Ludlow
Secretary

Signed by: ________________________________________________
(A licensed resident agent where required by law)
Premium Summary

Section I: Required Premium Payment

The Policyholder shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Minimum Premium and Deposit: $500.00
Premium Due for Coverage: $.0375 per Student per Month

Section II: Premium Due Date

Monthly in Arrears
Schedule of Benefits

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Hazards Insured Against, Definitions of Benefits, and Common Exclusions sections of this Policy for full details on what is covered.

Section I: Class(es) of Insured Persons

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All students of the Policyholder who have enrolled in the Aetna Student Health policy and for whom all required premium has been paid.</td>
</tr>
</tbody>
</table>

Section II: Eligibility Waiting Period

For **Insured Persons** in an eligible Class on the Effective Date:
No Eligibility Waiting Period Applies

For **Insured Persons** entering an eligible Class after the Effective Date:
No Eligibility Waiting Period Applies
Section III: Hazards Insured Against

The following are the **Hazards** for which insurance applies:

<table>
<thead>
<tr>
<th>Class</th>
<th>Hazards Insured Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24-Hour Business &amp; Pleasure Hazard</td>
</tr>
</tbody>
</table>
Section IV: Benefits

Principal Sum

The following are the Principal Sums for each Class:

<table>
<thead>
<tr>
<th>Class</th>
<th>Principal Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Aggregate Limit of Insurance

Aggregate Limit Amount: $5,000,000
Applies Per: Covered Accident

The maximum amount the Company will pay for all Covered Losses resulting from the same Covered Accident will not exceed the Aggregate Limit of Insurance as described above. If a Covered Accident results in Benefit Amounts becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the Insured Persons, based on each applicable Benefit Amount.
**Accidental Death Benefit**
Covered Class(es): All Classes

*Covered Death* must occur within 364 days of the *Covered Accident*

**Benefit Amount:**
- All Classes: 100% of the *Principal Sum*

**Accidental Dismemberment Benefit**
Covered Class(es): All Classes

<table>
<thead>
<tr>
<th>Covered Dismemberment</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Two or More Hands or Feet</td>
<td>100% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Use of Two or More Hands or Feet</td>
<td>100% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Sight in Both Eyes</td>
<td>100% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Speech and Hearing (in Both Ears)</td>
<td>100% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of one Hand or Foot and Sight in One Eye</td>
<td>100% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of One Hand or Foot</td>
<td>50% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Use One Hand or Foot</td>
<td>25% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Sight in One Eye</td>
<td>50% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Speech</td>
<td>50% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Hearing (in Both Ears)</td>
<td>50% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger on the Same Hand</td>
<td>25% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of all Four Fingers on the Same Hand</td>
<td>25% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of all Toes on the Same Foot</td>
<td>25% of the <em>Principal Sum</em></td>
</tr>
<tr>
<td>Loss of Thumb</td>
<td>25% of the <em>Principal Sum</em></td>
</tr>
</tbody>
</table>
Hazards Insured Against

If an Insured Person is engaged in at least one Hazard as described below and experiences a Covered Loss, benefits will become payable as described in Section IV of the Schedule of Benefits. Payment of benefits are subject to all terms, conditions, and limitations of this Policy.

Section I: Description of Hazards Insured Against

24-Hour Business & Pleasure Hazard

This 24-Hour Business & Pleasure Hazard applies only to Insured Persons who are members of a class that is covered by this Hazard, as shown in Section III of the Schedule of Benefits.

This 24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms, conditions, and limitations of this Policy, occurring at any time while an Insured Person is insured by this Policy.
Definitions of Benefits

Section I: Definition of Benefits for Insured Persons

Accidental Death Benefit

This Accidental Death Benefit applies only to Insured Persons who are members of a class that is covered by this benefit, as shown in Section IV of the Schedule of Benefits.

If an Insured Person who is covered by an applicable Hazard suffers a Covered Accident which results in a Covered Death, the Accidental Death Benefit will become payable. The Company will pay the applicable Benefit Amount shown in Section IV of the Schedule of Benefits, subject to the terms, conditions, and limitations of this Policy. Payment of this Benefit Amount is subject to the following:

1. the Covered Death must occur within the number of days shown in Section IV of the Schedule of Benefits following the date of the Covered Accident.

Other exclusions that apply to this benefit can be found in the Common Exclusions Section of this Policy.

Accidental Dismemberment Benefit

This Accidental Dismemberment Benefit applies only to Insured Persons who are members of a class that is covered by this benefit, as shown in Section IV of the Schedule of Benefits.

If an Insured Person who is covered by an applicable Hazard suffers a Covered Injury which results in a Covered Dismemberment, the Accidental Dismemberment Benefit will become payable. The Company will pay the applicable Benefit Amount shown in Section IV of the Schedule of Benefits, subject to the terms, conditions, and limitations of this Policy.

If multiple Covered Dismemberments occur as a result of the same Covered Accident, only one benefit will be payable, the largest Benefit Amount.

Other exclusions that apply to this benefit can be found in the Common Exclusions Section of this Policy.

Loss of a Hand(s) means complete severance, as determined by a Physician, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a Loss of a Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.

Loss of a Foot/Feet means complete Severance through or above the ankle joint. We will consider such Severance a Loss of a Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.

Loss of Use of a Hand or Foot means total loss of all ability to move the hand or foot, within three-hundred and sixty-five (365) days of a Covered Injury that continues for six (6) months and is expected to continue for the remainder of the Insured Person's lifetime.

Loss of Sight means permanent loss of vision. Any remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than ninety (90) decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician.

Loss of Thumb and Index Finger on the Same Hand means complete Severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.

Loss of all Four Fingers on the Same Hand means complete Severance, through the metacarpal phalangeal joints, of the index fingers of the same hand, as determined by a Physician. We will consider such Severance a Loss of all Four Fingers on the Same Hand even if one or more index fingers are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.

Loss of Toes means complete Severance through the metatarsophalangeal joint (the joint between the toes and the foot).

Loss of Thumb means complete Severance through or above the metacarpal phalangeal joint (the joint between the thumb and the hand).

Severance means complete separation and dismemberment of the part from the body.
Common Exclusions

Section I: Common Exclusions

In addition to any benefit specific or Hazard specific exclusions, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following:

1. Intentionally self-inflicted Injury, suicide, including auto-erotic asphyxiation or any attempt thereof while sane or insane;
2. commission of, or attempt to commit, a felony;
3. Commission of or active participation in a riot or insurrection. For purposes of this exclusion, riot means a public act of violence by an unruly mob of three or more people acting together, who are out of control, endangering the physical safety of others and/or themselves, including damage to property;
4. war or any act of war whether declared or undeclared;
5. the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as no or hereafter amended, unless as prescribed by the Insured Person's Physician.
6. the Insured Person being intoxicated, as determined according to the laws of the jurisdiction in which the loss occurred, while operating a motorized vehicle;
7. Travel or flight in or on, including boarding or alighting from any Aircraft which is not a commercial carrier or any Aircraft which is engaged in Specialized Aviation Activities;
8. Travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be “controlled” by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 30 days in any year;
9. an Insured Person piloting or serving as a crewmember in any Aircraft;
10. Service or active duty in the armed forces; National Guard; military; naval; or air service; or organized reserve corps of any country or international organization. Upon the Company's receipt of written proof of service within thirty-one (31) days of commencement of active duty service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond thirty-one (31) days;
11. Hazardous activities including, rock climbing, mountaineering, wilderness exploration, spelunking, cave exploration, white water rafting, skydiving, sailing, wind surfing, jet skiing, speed boating, kayaking, hot air ballooning, scuba diving, bungee jumping, all-terrain vehicle or quad riding, parachuting, paragliding, or parasailing, unless such activity is specifically and directly related to the business of and at the direction of the Policyholder as verified by documentation provided by the Policyholder;
12. A cardiovascular event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician;
13. Travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
14. Participation in any organized motorized race or contest of speed or stunt show;
15. Participation in any team or organized sport or any other athletic activity unless such activity is specifically and directly related to the business of and at the direction of the Policyholder as verified by documentation provided by the Policyholder;
16. Medical or surgical treatment, diagnostic procedures, administration of anesthesia, or medical mishaps or negligence, including malpractice unless it occurs during the treatment of a Covered Injury;
17. Any Accident that occurs while an Insured Person is the operator of a motor vehicle and does not possess the legally required valid motor vehicle operator license;
18. Any occurrence while an Insured Person is incarcerated after conviction;

In addition, benefits will not be paid for services or treatment rendered by any person who is:
1. a Resident of the Same Household of the Insured Person; or
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or
3. an Insured Person.
Definitions of General Terms

Section I: Definitions of General Terms Used in this Policy

Accident or Accidental:

*Accident or Accidental* means a sudden, unintended, unforeseen, and unexpected specific event that occurs abruptly and by chance at an identifiable time and place, the cause of which is beyond the control of those involved.

Actively At Work or Active Work:

*Actively At Work or Active Work* means a person is performing the material and substantial duties of his or her regular occupation for compensation.

Aircraft:

*Aircraft* means a vehicle designed for flight which:

1. has a current and valid airworthiness certificate issued by:
   a. the Federal Aviation Agency of the United States of America, or
   b. an equivalent foreign governmental authority having jurisdiction over civil aviation; or
   c. the country of registry; and
2. is being flown by a pilot and crew that is fully licensed and qualified to operate the vehicle.

Carjacking:

*Carjacking* means a person other than an *Insured Person* taking unlawful possession of a *Private Passenger Automobile* or taxi by means of force or threats against the person(s) then rightfully occupying it.

Common Carrier:

*Common Carrier* means any motorized land, water or air *Conveyance*, operated by an organization other than the *Policyholder*, organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract. *Common Carrier* does not include any *Conveyance* used for sport, recreational activities or sightseeing activities.

Commutation:

*Commutation* means direct travel between an *Insured Person's* primary place of residence and Their regular place of employment, or the premises of the *Policyholder*.

Conveyance:

*Conveyance* means a motorized craft, vehicle or mode of transportation that is licensed or registered with a governmental authority with competent jurisdiction.

Covered Accident:

*Covered Accident* means an *Accident* that occurs to an *Insured Person* that:

1. occurs while an *Insured Person's* coverage under the Policy is in force; and
2. occurs while an *Insured Person* is covered under an applicable *Hazard*; and
3. is not otherwise excluded under the terms of the Policy.
Covered Death:

**Covered Death** means the death of an **Insured Person** which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity.

Covered Dismemberment

**Covered Dismemberment** means an **Insured Person** who suffers any condition that is listed in the Covered Dismemberment schedule in Section IV of the Schedule of Benefits which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity.

Covered Emergency Sickness:

**Covered Emergency Sickness** means a **Sickness** affecting an **Insured Person** or **Traveling Companion** which first becomes evident suddenly and unexpectedly and causes severe and acute symptoms that, if left untreated would be expected to result in a critical deterioration of health or become life threatening, and which:

1. occurs while an **Insured Person's** coverage under the Policy is in force; and
2. occurs while an **Insured Person** is covered under an applicable **Hazard**; and
3. is not otherwise excluded under the terms of the Policy.

Covered Injury:

**Covered Injury** means an **Injury** which affects an **Insured Person** and which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity. All **Injuries** sustained by an **Insured Person** in any one **Covered Accident**, including related conditions and recurrent symptoms, will be considered a single **Covered Injury**.

Covered Loss:

**Covered Loss** means an event for which a benefit is payable under this Policy.

Covered Trip:

**Covered Trip** means a period of travel activity by an **Insured Person** which meets all terms and conditions of a **Hazard** for which They are insured and begins at the actual time an **Insured Person** travels away from Their primary place of residence, or Their regular location of employment, whichever occurs last, and continues until:

1. the actual time an **Insured Person** returns to Their primary place of residence, or Their regular location of employment, whichever occurs first; or
2. at any time which an **Insured Person** no longer meets the terms and conditions of a **Hazard** for which They are insured under this Policy.

Dependent(s):

**Dependent(s)** means a **Spouse** and/or **Dependent Child(ren)** of an **Insured Person**

Dependent Child(ren):

**Dependent Child(ren)** means all of the **Insured Person's** children who are unmarried and less than twenty six (26) years of age at the time of a **Covered Loss**. However, if any **Dependent Child(ren)** is incapable of self-sustaining employment due to severe intellectual or physical disability and is dependent on an **Insured Person** for housing or **Custodial Care**, such age limit of twenty six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the Company within thirty one (31) days following the child’s attainment of the limiting age, and not more frequently than annually following the two (2) year period after the **Dependent Child(ren)** attains the limiting age.

Child(ren) means the **Insured Person's** biological children, stepchildren, adopted children, foster children or any legal minor for whom the **Insured Person** is required by a court or administrative order to provide health coverage.
Child(ren) also means the child(ren) of a Dependent Child until such Dependent Child(ren) is eighteen (18) years of age.

Eligible Person:

Eligible Person means an individual who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits.

Fellow Employee:

Fellow Employee means a person employed by the same employer as an Insured Person or by an employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than ninety (90) days prior to the date of any applicable loss.

Hazard:

Hazard means a period of time with a defined beginning and end, during which specific circumstances are met for insurance coverage to be in force for a person who is insured under this Policy.

Heart and Circulatory Malfunction:

Heart and Circulatory Malfunction means a sudden and severe malfunction of the heart and/or circulatory system that results in a diagnosis of coronary thrombosis, cerebral vascular Accident, myocardial infarction, or cardiac arrest by a Physician or as shown on an autopsy.

Home Health Care Agency:

Home Health Care Agency means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority as meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies or the equivalent regulations in the jurisdiction where the services are rendered.

Hospital:

Hospital means a public or private institution which:

1. is properly licensed as a health care provider by a competent governmental authority in accordance with the laws of the jurisdiction where it is located; and
2. is primarily and continuously engaged in providing medical care and treatment to sick, ailing or injured persons as in-patients; and;
3. has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
4. provides twenty-four (24) hour nursing care by or under the supervision of a graduate registered nurse (R.N.); and
5. has a Physician or staff of Physicians.

Hospital excludes any clinic or facility which primarily operates as a day clinic, rest or convalescent home, assisted living facility or a facility which provides treatment for the aged, a treatment facility for alcoholism or drug addiction, or a similar establishment.

Hospital Confinement:

Hospital Confinement means a period of time where an Insured Person is admitted to a Hospital as a registered inpatient receiving Necessary Treatment. Multiple periods of Hospital Confinement due to the same Covered Injury will be treated as one Hospital Confinement unless separated by more than thirty (30) days.
Immediate Family Member:

**Immediate Family Member** means a person who is related to an **Insured Person** in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes a legally adopted or stepchild).

Injury:

**Injury** means bodily harm or damage which occurs as a direct result of an **Accident**, and independent from any other cause including **Sickness**, disease, and bodily infirmity.

Insured Dependent Child(ren):

**Insured Dependent Child(ren)** means a **Dependent Child(ren)** who is/are a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:
1. the required premium has been paid when due; and
2. coverage under the Policy remains in force; and
3. coverage is provided under an applicable **Hazard**.

Insured Person:

**Insured Person** means a person who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:
1. the required premium has been paid when due; and
2. coverage under the Policy remains in force; and
3. coverage is provided under an applicable **Hazard**.

**Insured Person** may include **Insured Spouses** and/or **Insured Dependent Child(ren)** if coverage is provided for them as defined in Section I of the Schedule of Benefits.

Insured Spouse:

**Insured Spouse** means a **Spouse** who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:
1. the required premium has been paid when due; and
2. coverage under the Policy remains in force; and
3. coverage is provided under an applicable **Hazard**.

Nearest Place of Safety:

**Nearest Place of Safety** means a location as determined by the **Our Assistance Services Administrator** where an **Insured Person** and/or **Traveling Companion**:
1. can be presumed safe from the threat or situation that caused an evacuation; and
2. can access transportation to Their primary place of residence; and
3. can utilize temporary lodging and accommodations if needed.

Necessary Treatment:

**Necessary Treatment** means a treatment, service or supply that is:
1. essential for the treatment of an **Injury** or **Covered Emergency Sickness**; and
2. prescribed or ordered by a **Physician**; and
3. appropriate and consistent with the current medically accepted practices in the United States; and
4. cannot be eliminated without adversely affecting the patient’s condition.

Our Assistance Services Administrator:
Our Assistance Services Administrator means a security firm that is under contract with the Company and is experienced in security and measures necessary to ensure the safety of Insured Persons.

Personal Deviation:

Personal Deviation means any period of travel or activity that is not at the direction of or reasonably related to the business of the Policyholder, or any Policyholder sponsored activities. Personal Deviation must:
1. be at the sole direction of an Insured Person; and
2. occur at least one-hundred(100) miles away from an Insured Person’s primary place of residence or regular location of employment; and
3. occur in connection with a Covered Trip, which may be at the start of, in the middle of, or at the end of a Covered Trip.

Personal Deviation excludes any period of Personal Time.

Personal Time:

Personal Time means any period of travel or activity that is not at the direction of or reasonably related to the business of the Policyholder, or any Policyholder sponsored activities. Personal Time must:
1. be at the sole direction of an Insured Person; and
2. occur at least one-hundred(100) miles away from an Insured Person’s primary place of residence or regular location of employment; and
3. occur for less than seventy-two (72) consecutive hours; and
4. occur completely between the start and end time of a Covered Trip.

Personal Time excludes any period of time that occurs outside the duration of a Covered Trip.

Physician:

Physician means a person who is qualified as a doctor of medicine or dental practitioner acting within the scope of his or her license, and providing only those medical services for which they are licensed or certified, to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician excludes any Insured Persons or Their Immediate Family Members.

Policyholder:

Policyholder means the entity, named in the Insuring Agreement, to which the Company issued the Policy.

Principal Sum:

Principal Sum means the benefit amount of insurance appearing in Section IV of the Schedule of Benefits applicable to each Class of Insured Persons.

Resident of the Same Household:

Resident of the Same Household means a person who maintains residence at the same address as an Insured Person.

Sickness:

Sickness means any physical or mental illness.

Usual and Customary Charges:
**Usual and Customary Charges** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.
Policy Provisions

Section I: Eligibility, Effective Date and Termination

Eligibility

An individual becomes an Eligible Person for insurance under this Policy on the date they meet all of the requirements of a covered class as defined under Section I of the Schedule of Benefits. A Spouse or Dependent Child of an Eligible Person will become eligible for Dependent insurance (if Dependent insurance is provided under this Policy) on the date they meet the definition of a Spouse or Dependent Child and they meet all of the requirements of their Dependent covered class as defined under Section I of the Schedule of Benefits. All Eligible Persons, Spouses, and Dependent Children may be insured under only one covered class at any given time, even though they may qualify as members of more than one covered class.

Effective Date of Insurance for an Insured Person

Insurance for an Insured Person becomes effective on the latest of:

1. the effective date of the Policy; or
2. the date on which such person first meets the eligibility criteria as an Insured Person; or
3. the beginning of the period for which the required premium is paid for such Insured Person.

If an employee of a Policyholder, who would otherwise qualify as an Insured Person, is not currently Actively At Work on the date insurance becomes effective, then such insurance will not be effective until the date such person returns to Active Work. Insurance for a Dependent (if Dependent insurance is provided under this Policy) will also be delayed until such employee returns to Active Work. If a Dependent is admitted to a Hospital on the date the insurance would otherwise be effective, then the effective date will be delayed until the Dependent is released from the Hospital.

Termination of Insurance for an Insured Person

Insurance for an Insured Person automatically terminates on the earliest of:

1. the expiration date of this Policy; or
2. the expiration date of the period for which required premium has been paid for such Insured Person (subject to a Grace Period if applicable); or
3. the date on which a person no longer meets the eligibility criteria as an Insured Person.

Termination of this Policy does not affect the adjudication of a claim for a Covered Loss that occurred prior to the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; or
2. the date benefits paid equal any applicable Benefit Limit, as shown in the Section IV of the Schedule of Benefits; or
3. the date benefits paid equal to any applicable Aggregate Limit Amount as shown in Section IV of the Schedule of Benefits.
Section II: Claim Provisions

Beneficiary Provisions

1. Designation:

An Insured Person has the right to designate a beneficiary. The Insured Person shall have the sole right to designate a beneficiary for any Dependent Child who is a minor. All beneficiary designations must be:
   a. in writing; and
   b. filed with the Policyholder; and
   c. provided to Us at the time of claim, or at such other time as We may require.

2. Change:

The Insured Person, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The Insured Person does not need the consent of anyone to do so. All beneficiary changes must be:
   a. in writing; and
   b. filed with the Policyholder; and
   c. provided to Us at the time of claim, or at such other time as We may require.

3. Payment:

The Benefit Amount for a Covered Death will be paid to the beneficiary designated by the Insured Person. Any Benefit Amount payable due to a Covered Death of a Dependent Child will be paid to the related Insured Person, absent any beneficiary designation by the Dependent Child.

If an Insured Person has not chosen a beneficiary or if there is no beneficiary alive when the Insured Person dies, then We will pay the Benefit Amount for a Covered Death to the first surviving party in the following order:
   a. the Insured Person's Spouse;
   b. in equal shares to the Insured Person's surviving children;
   c. in equal shares to the Insured Person's surviving parents;
   d. in equal shares to the Insured Person's surviving brothers and sisters;
   e. the Insured Person's estate.

All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by an Insured Person or an Insured Person's designee, or unless otherwise noted in this Policy. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian.

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not furnished within thirty (30) working days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting. The notice should include the Insured Person's name, the Policyholder's name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.
Notice of Claim

Written notice of claim must be given to the Company within thirty (30) days after the occurrence or commencement of the Insured Person's Covered Loss, or as soon thereafter as reasonably possible. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such proof is furnished as soon as reasonably possible. Notice given by or on behalf of the claimant to the Company or any authorized agent of the Company, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

Payment of Claims

All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claims Provisions. Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable (if any) will be paid to Their beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee’s property. If the payee has no legal guardian for Their property, a payment not exceeding $1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person’s affairs.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss other than a loss for which the Policy provides any periodic payment, will be paid within thirty (30) working days of receipt of acceptable proof of loss. In the event a claim or any portion of a claim is delayed or denied, the Insured Person will be given written notice of the reason for delay or denial and a written itemization of any documents or other information necessary to process the claim or portions thereof which are not being paid. The Company, upon receipt of additional information requested from the Insured Person, will pay or deny the contested claim or portion of the contested claim within thirty (30) working days. If denied, the Company will provide written correspondence including the reasons for such denial.

The Company's failure to pay within such period shall entitle the Insured Person to interest at the rate of twelve percent (12%) per annum on the benefits due for failure to comply with this provision. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to an Insured Person whose place of employment is other than The United States of America or its territories.

The Company will not be responsible for the application or disposition by the Policyholder of any such benefits paid. The Company's payments to the Policyholder will constitute a full discharge of the Company's liability for those payments under the Policy.
Legal Actions

No action at law or in equity will be brought to recover benefits under the Policy less than ninety (90) days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought after three (3) years from the time proof of loss is required to be furnished under the Policy.

Physical Examination and Autopsy

The Company, at its own expense, has the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

Proof of Loss

Written proof of loss must be furnished to the Company within ninety (90) days after the date of the Covered Loss. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within ninety (90) days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required.

Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

ERISA Claims

The Policyholder agrees that the Policy constitutes its Accident plan document under the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Policyholder designates the Company, or such person or persons, entity or entities, which the Company designates, as the claims fiduciary/claims administrator of its Accident plan and has delegated to the Company, or such person or persons, entity or entities, which the Company designates, discretionary, final and binding authority to make all determinations regarding claims for benefits under the plan, which is funded and insured by the Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for coverage or benefits, the amount of any benefits due, and to construe and interpret the terms of the Policy. Benefits under this plan will be paid only if the Company, or such person or persons, entity or entities, which the Company designates, decides in its discretion that the claimant is entitled to them. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding its Accident plan and the designation and authority as claims fiduciary/claims administrator as set forth above.

Recovery of Overpayment

If benefits are overpaid, the Company has the right to recover the amount overpaid by either of the following methods.
1. a request for lump sum payment of the overpaid amount; or
2. a reduction of any amounts payable under the Policy.

If there is an overpayment due when the Insured Person dies, the Company may recover the overpayment from the Insured Person’s estate.
Section III: Premium Provisions

Cancellation

The Company or the Policyholder may cancel this Policy, after the first Policy Term, or as of any Premium Due Date by giving the other party sixty (60) days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy. The Policyholder has the sole responsibility to notify Insured Persons of the cancellation. Cancellation by the Company will be for one of the following reasons:

1. non-payment of premium; or
2. the Policyholder has performed an act or practice constituting fraud, or made an intentional misrepresentation of material fact; or
3. the Policyholder has failed to comply with a material provision of the Policy related to Policyholder contribution; or
4. poor claims experience or overall case performance.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits.

Cancellation does not affect a claim for a Covered Loss when the Covered Loss occurs before the cancellation date.

We will send notice of cancellation to the Policyholder at Their last known address and via electronic means. When the notice is mailed or sent electronically, proof of mailing or electronic transmission will be considered proof of cancellation.

Grace Period

A Grace Period of sixty (60) days will be provided for the payment of any premium due after the first. During the Grace Period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the Grace Period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the Premium Summary section of this Policy. The Company will provide notifications of premiums due by mailing a notice to the last known address of the Policyholder, or sending such notice electronically to the Policyholder, or a designated agent of the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Insured Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the Premium Summary section of this Policy, unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's Home Office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Policy Grace Period section.
Premium Rate Guarantee Period

Premium rates may be guaranteed for a designated period of time, as described in Section I of the Premium Summary. During this time, no change may be made to the premium unless one of the events stated in the Premium Rate Changes provision occurs.

Premium Rate Changes

We may change premium rates at the end of any Policy Term or any applicable Premium Rate Guarantee Period, with at least sixty (60) days advance notice mailed to the last known address of the Policyholder or delivered electronically to the Policyholder, or a designated agent of the Policyholder. We may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change; or
2. the number of Insured Persons increases or decreases by more than 10% since the later of the Policy Effective Date or the date of the last renewal of this Policy; or
3. coverage is reinstated following failure to pay premium during the Grace Period; or
4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Insured Persons; or
5. a change in Insured Persons which would, on a manual rate basis, require a change of 10% or more in the premium charged for this Policy; or
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company’s benefit obligations under this Policy; or
7. the Policyholder fails to provide sufficient information, as required by the Company, to confirm the adequacy of premiums and rates currently being paid; or

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

The Company will have the right to audit books and records of the Policyholder at its place of business and during its regularly scheduled business hours, in order to determine the accuracy of premiums paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.
Section IV: General Provisions

Arbitration

In the event of a dispute under this Policy, either We, or the Policyholder may make a written demand for arbitration. In that case, We and the Policyholder will each select an arbitrator. The two (2) arbitrators will select a third. If They cannot agree within fifteen (15) days, then either We, or the Policyholder, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the situs state of the Policyholder. Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Assignment

The rights and benefits under the Policy may not be assigned and any attempt to assign will be void. This insurance may not be levied on, attached, garnished, or otherwise taken for a person’s debts unless contrary to law.

Claims Experience

The Company, upon request, will provide the Policyholder with a complete record of the Policyholder’s claims experience for this Policy. The claims experience information will be furnished within 30 days of the Policyholder’s request, unless the information has been furnished to the Policyholder within the preceding six (6) months.

Clerical Error

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force; nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery. No error will continue the insurance of an Insured Person beyond the date it should end under the Policy terms. After an error is found, the Company will take appropriate action, which may include adjusting, collecting or refunding premium.

Conformity with State Statutes

Any provision in the Policy that is in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract Changes

This Policy, including any endorsements; amendments; and attached papers; the Certificate, if any; and the signed application of the Policyholder is the entire contract between the Policyholder and the Company. A copy of the application, if any, of the Policyholder shall be attached to the Policy when issued. All statements made by the Policyholder or by an Insured Person are deemed representations and not warranties. No such statement will cause the Company to void the insurance under this Policy or be used as a defense of a claim, unless it is contained in a written application.

Valid changes to this Policy may be made at any time by an endorsement or amendment signed by Us. The Company may also, upon thirty-one (31) days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.
Examination of the Policy

This Policy will be available for inspection at the Policyholder's office during regular business hours.

Liberalization

If We adopt any changes:

1. within forty-five (45) days prior to the Policy Effective Date shown in the Insuring Agreement; or
2. during the Policy Period,
which broaden this insurance without an additional premium charge, then the Insured Person will automatically receive the benefit of the broadened insurance.

Misrepresentation and Fraud

This entire Policy will be void, whether before or after a loss, if the Company determines that the Policyholder; an Insured Person; or its Agent has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim or any case of fraud by the Policyholder; an Insured Person; Third Party Administrator; or other Agent relating to this Policy.

Misstatement of Fact

The Company has relied upon the underwriting information provided by the Policyholder; its Third Party Administrator; or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates; deductibles; terms; or conditions for coverage, the Company will have the right to revise the rates; deductibles; terms; or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of the Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

Non-renewal

We may non-renew this Policy by sending written notice at least thirty (30) days before the Expiration Date of the Policy Period shown in the Insuring Agreement.

We will send notice of non-renewal to the Policyholder at Their last known address and via electronic means. When the notice is mailed or sent electronically, proof of mailing or electronic transmission will be considered proof of non-renewal.

Policy Changes

No change in the Policy will be valid until approved by one of the Company's executive officers, and endorsed on or attached to the Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.
Records

The Policyholder or its authorized Administrator will maintain the records of the Insured Person’s insurance under the Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under the Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.

Time Limit on Certain Defenses

The validity of the Policy will not be contested after it has been in force for at least two (2) years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

After an Insured Person has been insured under the Policy for two (2) years during Their lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person, Their beneficiary or personal representative.

Workers' Compensation

This Policy is not a Workers’ Compensation policy. It does not provide Workers’ Compensation benefits and does not satisfy any requirements for coverage by any Workers’ Compensation Act or similar law.