PROFESSIONAL SERVICES CONTRACT

by and between

CITY OF HARTFORD

and

THE SEGAL COMPANY

for

MEDICAL CONSULTANT SERVICES #5818

This Professional Services Contract (the "Agreement") is made as of the fifteenth day of April 15, 2018, (the "Effective Date") by and between the **CITY OF HARTFORD**, with an office and place of business at 550 Main Street, Hartford, Connecticut 06103, acting herein by Luke A. Bronin, its Mayor, duly authorized (hereinafter referred to as the "City") and **THE SEGAL COMPANY**, with an office and place of business at 30 Waterside Drive, Suite 300, Farmington, CT 06032, acting herein by Glenn Alonzo, its Senior Vice President, duly authorized (hereinafter referred to as the "Provider").

1. <u>SCOPE OF SERVICES</u>

The Segal Company shall provide the City of Hartford with professional medical consultant services to assist the management of the City of Hartford's various insurance programs and other benefits offered. City hereby hires Provider to provide, and Provider hereby agrees that it shall perform, all the services and functions as set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Services" or the "Project"), subject to and in accordance with the terms and conditions of this Agreement.

Per the terms of the Agreement, Provider shall perform the Services required of it hereunder for the period commencing on May 1, 2018 and ending on April 30, 2019, unless sooner terminated in accordance with Section 12 of this Agreement. The City of Hartford retains the option to renew this Agreement for up to three additional one (1) year terms. Each option to renew shall be exercised by City delivering written notice to provider at least (3) months prior to the expiration date of the term.

3. <u>COMPENSATION</u>

The total amount of compensation to be paid to Provider by City for Services provided by Provider in accordance with this Agreement is outlined in **Exhibit B** attached hereto and made a part hereof.

City's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Provider having satisfactorily performed the same. In the event that City reasonably determines that Provider's work is not satisfactory, or if City reasonably believes Provider otherwise has breached any of its obligations under this Agreement, City may take corrective action, including, but not limited to, the following:

(i) Delay of payment;

- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by City for any Services provided hereunder within thirty (30) days of its receipt of Provider's invoice therefor in accordance with this Section. Provider may not submit invoices more frequently than once a month.

Provider shall prepare and submit invoices documenting services provided as required by the City. The invoices shall be accompanied by such documentations as my be required by the City.

4. MANAGEMENT

This Agreement will be managed for City by Richard Pokorski, Benefits Administrator and the Board of Education by John Griffin, Director of Risk Management. Provider shall work closely with City & Board of Education representatives in all aspects of this Agreement, and Provider shall follow the directives of senior management at the City and Board of Education Representatives in connection therewith.

5. <u>RELATIONSHIP OF THE PARTIES</u>

This Agreement is a contract for services and not a contract of employment. Accordingly, neither Provider nor any of its directors, officers, partners, members, agents or employees shall be, or deemed to be, an officer, official, agent or employee of City or be entitled to any employment benefits of City such as, but not limited to, vacation pay, sick leave, health or life insurance, workers' compensation, and/or pension or retirement benefits. All personnel matters affecting Provider's contract staff will be the responsibility of Provider.

6. <u>INDEMNIFICATION & HOLD HARMLESS AGREEMENT</u>

Provider shall indemnify, defend and hold harmless City and Board of Education and its agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Provider's performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement or the Project during the term hereof. Provider's obligations to defend, indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Provider to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Provider shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Provider agrees to maintain in force at all times during the Contract the following minimum insurance coverage and shall name the City of Hartford and the Hartford Board of Education as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM best Rating of "A-"VIII. In addition, all Carriers are subject to approval by the City of Hartford and the Hartford Board of Education.

		(Minimum Limits)
General Liability	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
	Products/ Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Professional Liability	Each Claim Aggregate	\$1,000,000 \$1,000,000
Umbrelia	Each Occurrence Aggregate	\$1,000,000 \$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period from claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers' CompensationW	C Statutory Limits	
Employers' Liability	EL Each Accident EL Disease Each Employee	\$500,000 \$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City of Hartford and Hartford Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration's date of the policies.

Insurance Provisions

- 1) The City of Hartford shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the City.
- 2) Consultant shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the City/Board of Education with regard thereto.
- 3) The Consultant's insurers shall have no right of recovery or subrogation against the City. The Consultants insurance shall be primary insurance as respects the City. Any insurance or self-

insurance maintained by the City shall be excess and non-contributory to the Consultant's insurance.

- 4) Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Purchasing Agent by certified mail at least thirty (30) days in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior written approval of the Purchasing Agent
- 5) Claims: Each insurance policy, shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.
- 6) Compensation: There shall be no direct compensation allowed to the Consultant on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.
- 7) Waiver of requirements: The Purchasing Agent, may vary the above requirements in his/her sole discretion; if he/she determines that the City's interests will be adequately protected without meeting all stated requirements.
- 8) Except for Professional Liability, "Claims Made" coverage is in unacceptable. All coverage is to be written on an "Occurrence" policy form.
- 9) Unless requested otherwise by the City of Hartford, the Consultant and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City. The Consultant shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- 10) Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

8. CONFLICT OF INTEREST

Provider hereby represents and warrants to City as follows:

- (i) Provider has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and Provider has not paid or agreed to pay any company or person, other than bona fide employees working solely for Provider, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement;
- (ii) the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Provider is employed or with which Provider has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Provider will immediately notify City in writing; and
- (iii) no member of the governing body of City, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or

services to be performed in connection with this Agreement. Provider shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event any of the foregoing representations are untrue, or if any fact or circumstance occurs during the term hereof that cause any of the same to be untrue, then City, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

9. PERFORMANCE OF SERVICES

All Services shall be performed by Provider in a timely manner with professional skill and competence in accordance with generally accepted practices of, and pursuant to a standard of care exercised by, professionals providing similar services under like circumstances. Provider shall be licensed with the State of Connecticut to perform the services set forth in this Agreement.

10. <u>CONFIDENTIALITY</u>

Provider shall not, at any time during, or after the expiration of, the term of this Agreement, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of City, which shall have come to the knowledge of Provider in the course of providing the Services hereunder. Provider further agrees to treat as confidential, and to use only for the advancement of the interest of City, all data and other information submitted to or obtained by it in connection with the Project during the term of this Agreement. Except as may otherwise be agreed by City, all originals and copies of any such materials shall be returned to City upon completion of the Project or at such earlier time as is requested thereby.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- (i) Whenever Provider shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Provider are to be kept or performed, and Provider fails to correct any such breach within ten (10) days after Provider's receipt of written notice of such breach from City; or
- (ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Provider's performance of this Agreement; or
- (iii) whenever an involuntary petition shall be filed against Provider under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Provider or of or for the property of Provider shall be appointed without the acquiescence of Provider, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Provider or a corporation in which Provider may be duly merged, converted or consolidated under statutory procedure, and such circumstance

- under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Provider within sixty (60) days; or
- (iv) whenever Provider shall make an assignment of the property of Provider for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Provider under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Provider under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Provider shall desert or abandon the Project; or
- (v) If any competent authority shall have determined that Provider is in default of any federal, state or local tax obligation; or
- (vi) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Provider or any of its principals are in default of any tax or other financial obligations which are owed to City. Default shall be considered to have occurred under this subsection when any payment required to be made to City is more than thirty (30) days past due.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, City may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- (ii) Suspend Project operation;
- (iii) Require Provider to correct or cure such default to the satisfaction of City; and/or
- (iv) Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop City from pursuing any other remedy and shall not constitute a waiver by City of any other right or remedy.

12. <u>TERMINATION OF AGREEMENT</u>

12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, City may terminate this Agreement by giving five (5) days' written notice thereof to Provider.

12.2 <u>Termination for Non-availability of Funds</u>

In the event City shall not have funds available for the Project, City may terminate this Agreement following written notice thereof to Provider.

12.3 Termination at Will

City or Provider may terminate this Agreement at any time by giving thirty (30) days' prior written notice thereof to the other party.

12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to any of Sections 12.2 through 12.3 above, City shall make full payment to Provider for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of Provider's reports therefor in accordance with Section 3 above.

13. ESTABLISHMENT AND MAINTENANCE OF RECORDS; AUDITS

- Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by City to Provider under this Agreement. Without limiting the generality of the foregoing, Provider agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from City, or any other person or entity, in connection with the Project (including, without limitation, any claims for or arising out of any alleged breach of this Agreement), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.
- Any and all records shall be generated by Provider in a manner which is consistent with City's requirements and shall be maintained for a period of not less than six (6) years from the date of termination of this Agreement pursuant to Section 12. Provider further shall permit (and require its Providers to permit) City and/or its duly authorized representatives to examine, review, and audit any records, books, or other documents of Provider or any and all of Provider's Providers relative to the above, and furnish copies thereof, when requested.

14. <u>SUBCONTRACTORS</u>

Portions of the Services may be subcontracted, provided that:

- (i) City shall have given prior approval to such subcontract in writing, which approval may be withheld in its sole and absolute discretion;
- (ii) All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that City is and will be a third party beneficiary of all of said undertakings; and
- (iii) City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. COMPLIANCE WITH LAWS

Provider shall perform all Services hereunder in accordance with and subject to all applicable federal, state and local laws, statutes, regulations, ordinances, orders and permits.

16. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Provider agrees to abide by the provisions of Section 2-679 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Contractor's EEO Report*.

17. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

18. DELINOUENCY IN OBLIGATIONS

Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City shall be and remain current.

19. NON-WAIVER

Any failure by City or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Agreement.

20. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

City and Provider may require changes in the Scope of Services (**Exhibit A**) to be performed hereunder. Such changes which are mutually agreed upon by and between City and Provider shall be incorporated in written amendments to this Agreement.

21. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

City and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

22. NON-ASSIGNABILITY BY PROVIDER

This Agreement shall not be transferable or assignable by Provider, by operation of law or otherwise, without prior written consent of City, which consent may be withheld in its sole and absolute discretion.

23. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

CUMULATIVE REMEDIES

All rights and remedies exercisable by City hereunder shall be cumulative and the exercise or beginning of the exercise by City of any of its rights or remedies hereunder shall not preclude City from exercising any other right or remedy granted hereunder or permitted by law.

25. ARBITRATION

All claims and controversies arising out of this Agreement shall be settled and decided in binding arbitration before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of AAA except as otherwise modified as follows. In the event either party elects to arbitrate any claim or controversy hereunder, such party shall provide written notice of such election ("Notice") to the other party and the Regional Director of the AAA having jurisdiction in Hartford, Connecticut (the "Regional Director"). Within ten (10) days of such other party's receipt of such Notice, both parties shall each select one (1) individual to serve as arbitrators on the panel for the hearing, and shall notify the other party in writing of such selection. Such notice shall identify the arbitrator selected and include a copy of his or her resume. Within twenty (20) days following the other party's receipt of the Notice, these arbitrators shall mutually agree upon and select a third and

neutral arbitrator for such panel, and provide written notice of such selection to the parties and the Regional Director, which notice shall identify such arbitrator and include a copy of his or her resume. In the event that the party-selected arbitrators fail to select the third and neutral arbitrator within the above requisite time period for such selection, the AAA shall appoint such arbitrator. The neutral arbitrator shall be the chairperson of the panel. All arbitration proceedings shall be held in Hartford, Connecticut. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, such panel shall not modify the remedies specifically set forth in this Agreement for City and Provider. Each party shall bear its own costs and attorneys' fees. The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written award, with written findings of fact, and may be specifically enforced by any court of appropriate jurisdiction. All legal issues arising in connection with any such arbitration proceedings shall be governed by the laws of the State of Connecticut, subject to Section 26 hereof.

26. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford without regard or resort to conflict of laws principles.

27. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

28. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the City:

City of Hartford 550 Main Street Hartford, CT 06103 Attn: Richard Pokorski POKOR001@hartford.gov

Hartford Board of Education 960 Main Street Hartford, CT 06103 Attn: John Griffin GRIFJ002@hartfordschools.org

With a Copy to:

Corporation Counsel City of Hartford 550 Main Street Hartford, CT 06103

As to Provider:

The Segal Company 30 Waterside Drive, Suite 300 Farmington, CT 06032 Attn: Glenn Alonzo Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service.

29. SUCCESSORS AND ASSIGNS

Subject to the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. MERGER/ENTIRE AGREEMENT

This Agreement and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter hereof.
WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract this 8th day of May , 2018.
he Segal Company
y: Olem M. Olang Signature
Glenn Ålonzo Printed Name
Senior Vice President Title
TTY OF HARTFORD
y: Luke A. Bronin Its Mayor
PPROVALS:
s to Form and Legality:
Howard Rifkin Date Its Corporation Counsel

Exhibit A

Scope of Services

A. GENERAL CONSULTING SERVICES

Represent CITY/ HBOE in all aspects of its Health and Welfare Benefits Plan

Provide ongoing stewardship and support to key members of management at the CITY/ HBOE involved with the administration and management of the benefit plans.

Coordinate regular meetings at least quarterly to review utilization and other administrative aspects of the CITY / HBOE Plans.

Ensure accurate follow through on all negotiated contractual arrangements made between CITY / HBOE and any administrators or insurance carriers utilized by the CITY / HBOE.

Liaise with CITY / HBOE's interests.

Provide access to technical resources such as ERISA attorneys, actuaries, medical staff and pharmacist, for all core services included in base fee, the following personal must be on staff and or maybe subcontracted:

- Licensed Actuary
- Full Time Medical Director, Physicians, and Pharmacist
- Full Time Legal and Compliance experts
- Dedicated Wellness Subject Matter Expert

Attend various employee, committee and Council / Board meetings as necessary.

Monitor all Health and Welfare benefits related contracts for administrative and financial performance and continued compliance.

Maximize management information available through the carriers and work with CITY / HBOE staff to develop a timely and meaningful reporting program.

Cause CITY / HBOE to be provided with accurate management reports and Consultant shall review and provide input on all information from all carriers on a continuing basis.

Provide current information on managed care delivery systems, including HMO, PPO, POS, HDHP's, PBM and other current systems.

Provide the CITY / HBOE with information on new health insurance programs, more cost-effective products and funding options, and future trends in employee benefits.

Intervene in and resolve claim issues related to all the CITY / HBOE Health and Welfare benefit plans.

Intervene and resolve with providers, problems that may arise regarding claims, proper coverage, routine administration and day-to-day account service.

Assist in preparing employee communications as new programs are implemented.

Review workforce needs and trends to develop a benefits program that supports the overall business objectives

Compare current benefits program to regional, national and peer group benchmarks

Conduct situation analysis and establish a process to:

Contain and/or reduce current cost trends

- Optimize vendor and network performance
- Improve the health and productivity of the workforce
- Increase provider quality
- Identify short and long term benefit plan objectives
- Determine those benefit programs that are necessary to recruit and retain talent
- Create an equitable and competitive employee/employer cost sharing structure
- Enhance employee appreciation and satisfaction of benefit programs

Perform financial modeling of possible program modifications and identify the implications to administration, collective bargaining/labor and communications

Facilitate meetings/conference calls between vendors including service meetings to address issues/problems and measure results against performance standards

Review vendor proposed updates to contracts, SPDs and benefit summaries for accurate terms, plan requirements and plan design

Monitor and report on carrier financial ratings for contracted vendors

Coordinate benefit decisions and plan details with vendor(s)

Manage vendor participation in annual enrollment process

Coordinate vendor communications resources in the creation and review of open enrollment materials (development of custom open enrollment communications materials subject to additional fees)

Completion of stewardship report

- Review prior year accomplishments vs. objectives
- · Provide industry overview and benefit trends
- Develop goals and objectives for upcoming year
- Solicit feedback on service

Complete an action plan and update regularly

Assist in the development of a long-term elective benefits strategy, including annual open enrollment Evaluate the impact of Health Care Reform, evaluate solutions to investigate exchanges for both active and retired employees

B. RENEWAL, FORECASTING, BUDGET, AND FINANCIAL REPORTING SUPPORT

Monitor all financial aspects of the CITY / HBOE's Health & Welfare benefits program.

Review current plans experience, claims, and market trends

Request and negotiate all Health and Welfare benefit renewals on an annual basis.

- Medical/Stop Loss
- Prescription Drug
- Dental
- Life and AD&D
- Disability
- Elective Benefits

Quantify financial impact of renewal and negotiate any variance between carrier proposed renewal and pre-renewal underwriting projection

For fully insured products, negotiate multi-year rate guarantees to the extent such guarantees benefit the CITY / HBOE and are allowed by law.

For self-insured products, prepare quarterly actual to budget comparisons and renewal forecasts assuming no benefit changes, and prepare additional renewal illustrations.

Provide ongoing analysis of plan designs, cost containment strategies, and cost sharing alternatives available to the HBOE while maintaining integrity of the collective bargaining agreements.

Periodically, but no less frequently than annually, review the health insurance plans' claims and fees and provide a benchmark analysis in comparison with industry norms.

Review and comment on the appropriateness of the third party administrator's actuarial assumptions under self-insured programs, if applicable.

Provide all actuarial services needed as they relate to the Group Health and other benefit plans, including providing rates for each group, setting claim reserves (IBNR), valuing plan and contribution changes, and setting funding and COBRA rates.

Direct access to Actuary to support financial management and reporting needs

Actuary permanently assigned to Account Team will provide the following:

- Develop budget projection, including large claim probability modeling
- Calculate pre-renewal projection
- Calculate accruals and COBRA rates for self-insured plans
- Review stop loss contract, deductible levels and attachment points for adequacy
- Develop employee contributions
- Evaluate alternative funding options
- Plan design modeling

Review claim reports provided by contracted vendors:

- · Month by month paid claims segregated by medical, dental and pharmacy
- Month by month enrollment
- Actual plan expenses compared to budget
- High claimant activity report including age, gender, relation, diagnosis, paid claims amount and plan option elected (if available)
- Historical cost trend analysis

Monitor the ongoing performance of the pharmacy plan to protect the CITY / HBOE's interests, including an annual benchmarking of discounts, fees, rebates, and plan design.

Emerging and projected cost analysis based on historical paid claims and current market trends

Comprehensive Medical/Rx utilization management report detailing cost drivers by:

- Type of service
- Service setting
- Diagnostic category
- Network utilization
- Utilization review effectiveness
- Drug utilization

Provide all necessary support, documentation and data to OPEB valuation actuaries.

Direct access to clinical team members for the following:

Utilization management performance review

- High cost claimant analysis
- Recommend interventions to contain/reduce cost

Pharmacists will review PBM contracted pricing, negotiation, implementation

Government Project Management:

 Medicare Part D CMS RDS filing, PBM coordination, RX file submissions and actuarial attestation; Managing UBOI information and creation with appropriate plan divisions capturing participation and increasing reimbursement

C. LABOR RELATIONS SUPPORT

- Actively participate in developing a long-term philosophy and collective bargaining negotiation strategy
- Serve in an advisory role for CITY / HBOE during negotiations with collective bargaining units. This includes analyzing benefit proposals, providing counsel to negotiators, and testifying at negotiation, mediation, and arbitration sessions as needed.
- Identify opportunities to negotiate changes in contract language that allow for greater flexibility during the negotiation process and address gaps in outdated or inconsistent language.
- Provide expert advice and/or testimony in disputes that may arise between the CITY / HBOE and their labor unions, as they pertain to benefit plans.
- Identify opportunities to impact GASB 43/45 OPEB liability through the collective bargaining process.

D. COMPLIANCE SUPPORT

Provide consulting services to assure the CITY / HBOE's awareness of State and Federal regulations, statutes, and mandates related to Health and Welfare benefits.

Annually review all benefit provisions, contracts, agreements, plan documents and employee manuals for compliance with applicable regulations.

Inform CITY/ HBOE of changing legislation and legal decisions affecting employee benefits. Recommend and discuss methods to comply with these changes, assist in State Legislative initiatives impacting the City of Hartford.

Direct access to legal resources, as needed

E. COST CONTROL INITIATIVES

- Provide support in the design, monitoring, and evaluation of wellness programs.
- Assist CITY / HBOE in implementing and measuring the effectiveness of disease management and wellness programs.
- Recommend changes to the disease management and wellness programs based on measured results supported by CITY / HBOE data.
- Evaluate disease management and wellness vendors to determine if carving these services out will better serve the CITY / HBOE.
- Evaluate the utilization of key health plan services and make plan design recommendations to address any services that fall outside of normative levels.

Wellness SME permanently assigned to Account Team will provide the following:

- Oversee ongoing development of Employee Wellness Strategies
- Develop wellness and health promotion communication calendar
- Conduct employees health interest surveys in support of creative wellness strategies

- Assist in the establishment of "wellness champions" through an employee wellness committee to further engage in employee healthy lifestyles
- Manage and track City's incentive third party program(s) ROI, i.e., Diabetes Management and Disease Management Programs
- Seek creative funding sources for other chronic condition management programs, i.e., asthma and hypertension
- Consult with vendors/architects on planned fitness center facility
- Evaluate opportunities for wellness intervention programs
- Identify proper risk measurement and management tools
- Develop new wellness strategies and creative programs
- Conduct wellness vendor reviews and selection
- Leverage vendor capabilities for cost efficiencies
- Develop culturally appropriate participation incentives

F. RFP SUPPORT

As required, partner with City's Procurement Department to support creation, distribution and review of RFP's by providing:

- Consultation in development of marketing strategy
- Plan Designs (both current and recommended, as needed)
- Draft RFP with requested bid specifications
- Assist in creation of worksheets for collecting responses
- Assist in providing Census data as required
- Coordinate RFP release to market
- · Respond to carrier questions and data requests
- Evaluate vendor capabilities, technical, financial and clinical review of summarized proposal responses
- Arrange for and conduct finalist meetings
- Conduct vendor site visits

Prepare and present a detailed marketing and renewal report including:

- Total and itemized costs
- Rate guarantees
- Objective and actuarially-valid network discount analysis
- Provider disruption analysis
- Service capabilities
- Performance guarantees
- · Benefit designs and variances
- Carrier financial ratings
- Full disclosure of proposals and compensation prior to binding

Should the CITY / HBOE elect to change carriers following the marketing process, Consultant would manage and review the SPD development ensuring that the selected vendor provides benefits that are equivalent to or better than those currently in effect.

Develop and manage implementation schedule for any plan changes and/or service changes

Prepare final marketing report

Ensure accurate follow-through on all negotiated contractual arrangements made between the CITY / HBOE and its health insurance carrier(s) and other benefit vendors.

For a health insurance or PBM RFPs, provide a disruption analysis relative to the providers, pharmacy, and hospital providers in networks.

For a health insurance or PBM RFPs, evaluate the discounts offered by competing networks and project the financial impact.

Negotiate and enforce performance guarantees in all vendor contracts.

Manage implementation process

- Review and negotiate final agreements and contracts to ensure they conform to bid specifications
- Review all vendor provided employee communications, SPDs and benefit booklets
- Coordinate the administrative set-up between the employer and vendors for reporting, billing, banking and data transfers
- Assist with the completion and review of all required applications and other documents as needed to bind coverage
- Manage a post implementation debriefing with vendors to discuss performance and needed areas for improvement

Prepare and submit Executive Summary of final decisions

G. Additional Services to be priced separately for City & HBOE

- Provide data warehousing services. Such services should include capabilities for reporting on
 utilization, benchmarks, demographic composition and changes, cost and medical trend by type
 of service, health risk measurement, and clinical reporting used to support and monitor disease
 management and wellness initiatives.
- Provide audit services (statistically valid audits, focused audits, electronic audits, etc.).

Appendix B - Fee Proposal

Our proposal to provide Medical Consultant Services as described in the Core Scope of Services A-F, includes Data Warehousing and Analytics up to two studies per year for City and two studies per year for HBOE.

Cost/Year One: \$160,000 (City \$75,000 and BOE \$85,000)

> Cost/Year Two: \$160,000 (City \$75,000 and BOE \$85,000)

Cost/Year Three: \$166,500 (City \$76,500 and BOE \$90,000)

> Cost/Year Four: \$166,500 (City \$76,500 and BOE \$90,000)

These fees include all services requested in the Core Scope of Services except as listed below.

List below additional services and pricing:

Provide all necessary consulting and actuarial services related to Medicare Part D CMS RDS filing, PBM coordination, RX file submissions and actuarial attestation, Managing UBOI information and creation with appropriate plan divisions capturing participation and increasing reimbursement.

Medicare D Attestation and Actuarial Services¹

Included in Retainer above for those groups not transitioning to Medicare Advantage with Prescription Rx.

Segal's Audit Practice, as referenced in our proposal, has extensive expertise in providing Claims Audits for municipalities. We have outlined a number of options below for your consideration. Pricing is the same for each year of the contract.

All-inclusive Project Costs—Stratified Samples: ANTHEM MEDICAL (HBOE)								
Confidence Level Precision Expected Error Rate	Number of Claims ²	Year 1	Year 2	Year 3	Year 4			
90%; ±5%; 3%	75	\$29,685	\$29,685	\$31,169	\$31,169			
93%; ±3%; 3%	150	\$38,270	\$38,270	\$40,183	\$40,183			
95%; ±3%; 3%	210	\$42,975	\$42,975	\$45,124	\$45,124			
In conjunction with 90 stratified samples	60 Focused Claims	\$18,680	\$18,680	\$19,615	\$19,615			
In conjunction with 90 stratified samples	100 Focused Claims	\$22,200	\$22,200	\$23,310	\$23,310			

Segal does not perform RDS Rx File Submission for the City but will assist in this Process and will be available each step of the way.

Statistical selections include 15 target samples to review zero pay claims or address City/HBOE concerns.

Confidence Level Precision Expected Error Rate	Cosis—Stratified S Number of Claims ¹	Year 1	Year 2	Year 3	Year 4
90%; ±5%; 3%	75	\$30,400	\$30,400	\$31,920	\$31,920
97%; ±5%; 3%	125	\$33,950	\$33,950	\$35,647	\$35,647
The above fees include a 1	00% electronic analys	sis and targe	et selection	of 15 claims	
Áll-Inclusive Proj	ect Costs—Strafified	Samples	CIGNA ME	DICAL (CIT	Υ)
Confidence Level Precision Expected Error Rate	Number of Claims ¹²	Year 1	Year 2	Year 3	Year 4
90%; ±5%; 3%	75	\$29,685	\$29,685	\$31,169	\$31,16
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Confidence Level Precision Expected Error Rate	Number of Claims ¹²	Year 1	Year 2	Year 3	Year 4
90%; ±5%; 3%	75	\$29,685	\$29,685	\$31,169	\$31,169
93%; ±3%; 3%	150	\$38,270	\$38,270	\$40,183	\$40,183
95%; ±3%; 3%	210	\$42,975	\$42,975	\$45,124	\$45,124
Electronic An	alysis—Plan Benefits	Revieww	ith Sample	Validation	
In conjunction with 90 stratified samples	60 Focused Claims	\$18,680	\$18,680	\$19,615	\$19,615
In conjunction with 90 stratified samples	100 Focused Claims	\$22,200	\$22,200	\$23,310	\$23,310
All-Inclusive Pro	oject Costs—Stratifie	d Samples	CIGNA DE	NTAL (CIT)	0 10
Confidence Level Precision Expected Error Rate	Number of Claims ¹	Year 1	Year 2	Year 3	Year 4
90%; ±5%; 3%	75	\$30,400	\$30,400	\$31,920	\$31,920
97%: +5%: 3%	125	\$33,950	\$33,950	\$35,647	\$35,647

The above fees include a 100% electronic	analysis and target selection of 15 claims

PBM (Pliatin) Year 1	acy Benelik (Vai Year 2	ager)/Audits Year 3	Year 4
\$20,000 ¹	\$20,000	\$20,000	\$20,000

We are pleased to include all Segal publications, seminars and webinars, high-level carrier benefit booklet review, access to Segal National Practice experts such as Pharmacy, Compliance, Medicare, etc. We do not bill separately for clerical, secretarial support, travel or other expenses related to services rendered in the normal activities relating to our clients. Our fixed retainer fee is billed monthly in arrears.

If our fee proposal is inconsistent with your understanding of the scope, we request the opportunity to explain our assumptions or to modify the Scope of Services to best fit your identified needs.

Segal Consulting does not accept any contingencies, overrides, bonuses, trips, etc., or other added compensation in any form, for either obtaining or retaining coverage from any carriers.

¹ Fee includes up to three plan designs. If there are more than three included in the audit, there may be an additional \$2,500 per plan design (depending on the complexity of the plans).



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	certi	icate	holder in lieu of suc	th endorse	ment(s).			
RODUCER				CONTAC NAME:	·			
on Risk Services Northeast, Inc.				PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105				3-0105
9 Water Street				E-MAIL ADDRES	S:			
w York NY 10038-3551 USA						RER(S) AFFOR	DING COVERAGE	NAIC#
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City of Hartford 550 Main Street Hartford, CT 06103 USA

AUTHORIZED REPRESENTATIVE

Aon Rish Services Northeast Inc.



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DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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05/10/2018 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NFP Property & Casualty Services, Inc. 45 Executive Drive PHONE (A/C, No, Ext): (516) 327-2700 E-MAIL ADDRESS: FAX (A/C, No): Plainview, NY 11803 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Federal Insurance Company 20281 INSURED INSURER B : Pacific Indemnity Company 20346 The Segal Company (Eastern States), Inc. INSURER C: 30 Waterside Drive, Suite 300 INSURER D: Farmington, CT 06032 INSURER E: INSURER F: COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EXP (MM/DD/YYYY) POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS LTR Α X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE X 36038114 1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 02/28/2018 02/28/2019 Х 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 IPP: X Loc POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 ANY AUTO 73596984 02/28/2018 02/28/2019 X BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Х Х NON-OWNED AUTOS ONLY HIRED AUTOS ONLY A X 20,000,000 X OCCUR UMBRELLA LIAB **EACH OCCURRENCE** 79896228 02/28/2018 02/28/2019 20,000,000 EXCESS LIAB CLAIMS-MADE X AGGREGATE 10.000 DED X RETENTIONS В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE 71738381 02/28/2018 02/28/2019 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Hartford and the Hartford Board of Education are included as Additional Insured ATIMA where required by written contract. Waiver of Subrogation applies subject to policy terms and conditions. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Hartford

ACORD 25 (2016/03)

550 Main Street Hartford, CT 06103

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AUTHORIZED REPRESENTATIVE Stuart B Wilking