

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0113)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Aetna Life Insurance Company (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on February 19, 2016 Purchasing Office Solicitation Nos. 2016-018 and 2016-019, a procurement solicitation for proposals for life, accidental death and dismemberment, supplemental life and long-term disability group employee insurance benefits, (b) on February 22, 2016 Addendum No. 1, (c) on February 23, 2016 Addendum No. 2, (d) on February 24, 2016 Addendum No. 3, (e) on February 29, 2016 Addendum No. 4, (f) on March 9, 2016 Addendum No. 5, and (g) on March 15, 2016 Addendum No. 6, said addenda to Purchasing Office Solicitation No. 2016-018 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a proposal dated March 21, 2015 (which should have been dated March 21, 2016) for life, accidental death and dismemberment, supplemental life and long-term disability group employee insurance benefits (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted (a) a Long Term Disability Benefit Plan for CITY, (b) a Long Term Disability Schedule of Benefits for CITY, and (c) a Group Policy (collectively, “LTD PLAN DOCUMENTS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), modified to be mutually agreeable to both parties, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted Certificates of Insurance (“CERTIFICATES OF INSURANCE”), copies of which are attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall provide an updated certificate of insurance to CITY upon request.
7. VENDOR will notify CITY as soon as possible but not later than thirty (30) calendar days in the event of any cancelation or termination of such insurance if it is not immediately replaced.
8. Subcontractors are required to maintain adequate insurance coverage and limits as applicable to the scope of services being performed.
9. VENDOR has now also submitted CITY’s Indemnification Agreement, modified to be mutually agreeable to both parties, executed for VENDOR (“INDEMNIFICATION

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0113)

AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

10. CITY awarded on May 24, 2016 to VENDOR the purchase of long-term disability group employee insurance benefits pursuant to SOLICITATION, SUBMITTAL, LTD PLAN DOCUMENTS, CITY'S TERMS, CERTIFICATE(S) OF INSURANCE and INDEMNIFICATION AGREEMENT.
11. The term of award shall commence upon execution of this AGREEMENT for three (3) policy years, the first of which is to commence July 1, 2016 and the last of which is to expire at the end of June 30, 2019. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for one (1) additional policy year, for a maximum possible term of award of five (5) policy years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except with respect to pricing which shall be negotiated a minimum of three (3) months in advance of the scheduled expiration of the term of award; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) VENDOR's filed Group Policy; (b) this AGREEMENT; (c) CITY'S TERMS; (d) LTD PLAN DOCUMENTS; (e) SUBMITTAL; and (f) SOLICITATION.

EXECUTED THIS 22 DAY OF July 2016

For VENDOR:

Michael L. Gordon
(signature of VENDOR's authorized representative)

TITLE: Assistant Vice President
and Actuary

For CITY:

E. S. Stucky
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Kurtin A.
Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0113)

Attachment No. 1

Excerpts from SUBMITTAL

Quality health plans & benefits
Healthier living
Financial well-being
Intelligent solutions

aetna[®]

An Aetna Proposal for
**City of Franklin, Tennessee Solicitation
No.: 2016-018 and 2016-019**

March 2016



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- Life All Proposal
- LTD All Proposal

Questionnaire

Samples and Brochures

We have provided Samples and Brochures on CD-ROM

Aligned for success.



March 21, 2016

We are pleased to provide you with Aetna's response to the City of Franklin, Tennessee's (the City) Solicitation No.: 2016-018 and 2016-019. We are confident you will find Aetna to be the industry leader in our ability to offer these coverages. Our proposal provides you with a comprehensive solution that meets their needs for today...and tomorrow.

Our Insurance Offerings

Our primary objective is to continue being a benefits partner with the City. To achieve this goal, we want to make sure we are not only offering competitive pricing but also the most efficient administration, creative and customized support, advanced technology and the value added features that benefits your employees.

Our Approach to a Better Experience

- Provide best in class service to you and your employees
- Create a better life experience through flexible and easy to use solutions and offering someone to lean on when life is a struggle
- Drive greater value through clinical resources
- Cost savings for an enriched benefits plan

Simpler, better service experience for life benefits

- **Claim Submission** - We give options when submitting Life and AD&D claims. The City can submit claims online, by mail or even fax; whichever is easier for them. We do not require original documents or a claim kit.
- **Online Website** - Our Employer Secure Website is a web-based application that provides Life information “on demand.” Log on to submit a claim; check the status of a claim, and access downloadable forms, reports and a variety of other plan information.
- **Online EOI** - Our online EOI submission system provides members with the ability to complete their Life and Disability EOI forms online. This access allows members to submit EOI information online that will be automatically loaded to our medical underwriting system for auto-adjudication.

Caring means going the extra mile

We go beyond just paying claims to help employees and their families better cope with a disability, end of life struggle or personal loss. We call it Aetna Life Essentials and it makes a world of difference:

- **Someone to lean on.** Direct access to Care Advocates and licensed social workers to help family and caregivers locate community services and make important end of life decisions.
- **Funeral planning support.** Provides comfort to employees at a difficult time in their lives.
- **Help when you need it most.** Up to 75 percent of life insurance benefit during a terminal illness or other specified medical condition to help pay bills.
- **In-person legal counsel.** Assistance with end-of-life and estate-related matters.
- **Help with estate planning.** Professional assistance with wills, living wills and health care directives.





We deliver the value you expect from an industry leader

Use targeted clinical resources to support your disability program goals

Our strong focus and holistic approach to managing disabilities helps employees return to health – and work – faster

Self-Service Portals. Our WorkAbility® system provides robust online self-service capabilities for both you and your employees. This includes online claim submission and the ability to check claim status. It allows employees to conduct transactions such as setting up direct deposit and helps them stay engaged by providing email access to their claim support team. The employer portal provides a robust reporting capability which your account team will help you use to identify and manage trend.

Highly trained clinical teams.

- Disability Benefits Managers evaluate each long-term case
- Vocational Rehabilitation Specialist educates and supports employees with return-to work programs

Partner with national vendors. We work with vendor representatives, located onsite at our disability service centers, to manage Social Security Disability Insurance (SSDI) awards and recover disability plan overpayments resulting from retroactive SSDI awards.

Behavioral Health. Our Behavioral Health Unit manages the clinical aspects of psychiatric disability claims, understanding that a mental health diagnosis may affect overall health recovery and ability to return to work. Staff are comprised of licensed master's level clinicians, psychiatric nurses and a physician consultant panel. We use clinical expertise to manage care holistically, negotiating effective return to work plans, addressing quality of care concerns and setting expectations for recovery.

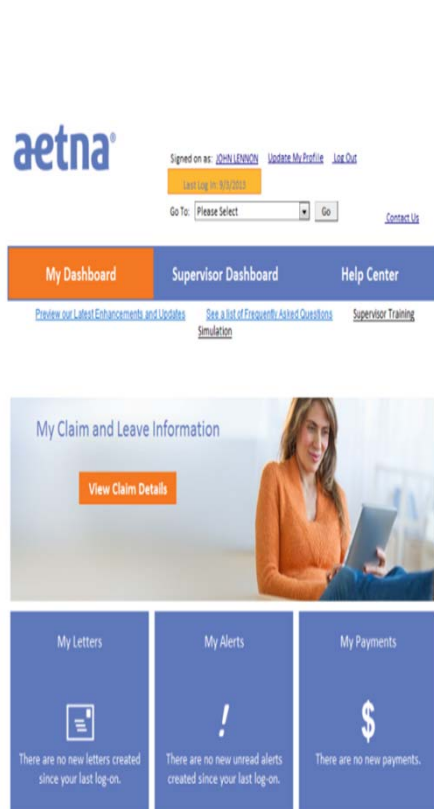
A study by Aetna's Disability and Absence Management Services suggests that employees on short-term disability due to a behavioral health condition, who have their disability claims managed by a disability Behavioral Health Unit (BHU), average 11 fewer days on short-term disability compared to an industry benchmark. For employers, this result translates into an average cost avoidance of \$1,177 per claim when compared to the benchmark.*

*Illustrated savings based on Aetna data on claims involving psychological conditions compared to a 2011 Medical Disability Advisor (MDA) duration data published by the Presley Reed Group. Actual results will vary.

WorkAbility® Technology simplifies everything

We are investing heavily in ongoing technology improvements to **simplify the member & client experience with specific emphasis on the capabilities and user experience:**

- ✓ For members
- ✓ For supervisors
- ✓ For Employers “super users”



WorkAbility® Portal



Access to Disability on Aetna Mobile

Easier for you

- Decreased work and improved efficiency for your team
- Access to real-time information and reports
- Consistent communication on key claim events and outcomes
- Better workforce forecasting

Empowering for members

- Ease, convenience and clarity that encourage members to use the system
- Real-time claim view and status
- Payment and communication preference options
- Access to disability/leave of absence claims on Aetna Mobile

The value of a clear strategy

The Aetna Way — a philosophy that defines why we exist, what we believe in, what we're trying to achieve, and how we run our business.



For more than 160 years, we have been helping businesses and individuals achieve financial security and well-being. Our long history, stable growth, financial stability and industry expertise have made us the carrier of choice for 13.3 million group insurance members through employers nationwide, including more Fortune 1000 companies than any of our competitors.

Through our commitment to your vision and your priorities, we offer you a strategic partnership that will achieve your goals. We are confident in the value we can bring to the City and their families, and we guarantee it in our proposal.

You have our personal commitment that Aetna will deliver on the solutions presented in this RFP response. This commitment and our ability to deliver are part of what makes Aetna unique. We extend this commitment on behalf of all the Aetna employees who put our customers at the center of all we do each and every day.

Thank you for this opportunity.

Julie Currin
Senior Sales Vice President
Phone: (704) 221-5530
Email: CurrinJ@aetna.com

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

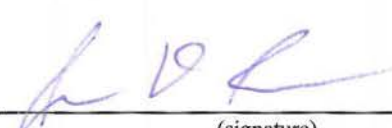
Purchasing Office Solicitation No.: 2016-018 and 2016-019

Vendor's name, street address, and mailing address:	151 Farmington Avenue _____ Hartford CT 06156 _____ _____
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Julie Currin _____ Senior Account Manager _____ Phone: (704) 221-5530 _____ Email: CurrinJ@aetna.com _____
Does the proposer take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
For which category of group employee insurance benefits is the proposer submitting a proposal (please mark one or both)?	<input checked="" type="checkbox"/> (a) group life, accidental death and dismemberment, and supplemental life (City Procurement Solicitation No. 2016-018) <input checked="" type="checkbox"/> (b) long-term disability (City Procurement Solicitation No. 2016-019)
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____
Last date (no sooner than May 31, 2016) that proposal and associated pricing is valid and may be accepted by the City:	_____ _____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the proposer prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-018 and 2016-019

Proposer's name:	<u>Aetna Life Insurance Company</u>
<p>Are the following components included with this Proposal Submittal Form in the submittal?</p> <ul style="list-style-type: none"> • Detailed vendor-supplied description of proposed product(s) and/or service(s); • Detailed responses to the Request for Proposals; • Identification, listing and description of any exceptions to the procurement solicitation; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed agreement or contract, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete digital copy of submitted proposal documents per the Instructions for Proposers. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).</p>
<p>Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input type="checkbox"/> Addendum No. _____.</p> <p><input checked="" type="checkbox"/> Addenda Nos. <u>Addenda Nos. 1-6</u>.</p> <p><input type="checkbox"/> No addenda.</p>
<p>Signature of proposer's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.</p>	 _____ (signature)
Title of proposer's authorized representative:	<u>Senior Director of Business Development</u>
Date of signature:	<u>March 21, 2015</u>

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Connecticut)
County of Hartford) SS

Affiant, James D. Juliano, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Director of Business of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.


(signature of Affiant)

Senior Director of Business Development
(title of Affiant)

Sworn and subscribed to before me this 21st day of March, 2016

Christina Mancini
(Notary Public)

My Commission Expires: April 30, 2017

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Connecticut)
County of Hartford) SS

Affiant, James D. Juliano, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Director of Business Development of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.



(signature of Affiant)

Senior Director of Business Development

(title of Affiant)

Sworn and subscribed to before me this 21st day of March, 2016

Christina Mancini

(Notary Public)

My Commission Expires: April 30, 2017

We reviewed the City of Franklin, Tennessee’s (the District) Solicitation No.: 2016-018 and 2016-019 special terms and conditions. We would like to work with the District at an appropriate time to discuss the suggestions outlined below.

Contract Term or Condition	Explanation
Request For Proposal h. Use of subcontractors	Aetna must have the flexibility to manage its costs in the most effective manner possible, combining internal resources and external vendor relationships, as appropriate. It is not practicable for Aetna to subject itself to varying constraints from individual customers. Aetna must have full freedom to manage its costs on an enterprise basis. In addition, we would like to be able to assign to our subsidiaries and affiliates without the Cities prior written consent.
Request For Proposal l. Terms and Conditions	Except where otherwise outlined within our proposal response.
Request For Proposal m. Refusal to honor submittal	We are unable to agree to unspecified damages or other costs outside of our control.
Request For Proposal q. Indemnification	Your Indemnification language is generally acceptable. However, we wish to clarify the following: (1) Aetna can agree to indemnify City on a comparative negligence theory, but we are not prepared to indemnify City for 100% of a loss if Aetna is only partially at fault. As such, the words "that portion of" should be inserted before "any and all such suits, actions, legal proceedings, claims, demands, damages, costs" in the first line. (2) Consistent with the last comment, a standard of care should be introduced so that Aetna would only be liable for conduct deemed to be negligent. We are prepared to discuss other formulations of the standard of care, but we do not believe it is appropriate to omit the standard of care altogether in this paragraph.

<p>Request For Proposal 12.6 Insurance Requirements</p>	<p>12.6. Insurance Requirements</p> <p>Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage.</p> <table border="0"> <thead> <tr> <th>Type of Coverage</th> <th>Limits of Coverage</th> <th>Certificate of Insurance</th> </tr> </thead> <tbody> <tr> <td>Professional Liability</td> <td>\$1,000,000 Combined Single Limit</td> <td>Certificate Holder* only</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory limits</td> <td>Certificate Holder* only</td> </tr> <tr> <td rowspan="3">Employers Liability</td> <td>\$1,000,000 Bodily Injury Each Accident</td> <td rowspan="3">Certificate Holder* only</td> </tr> <tr> <td>\$1,000,000 Policy Limit Bodily Injury by Disease</td> </tr> <tr> <td>\$1,000,000 Each Employee Bodily Injury by Disease</td> </tr> </tbody> </table> <p>*Certificate Holder shall be listed as follows: City of Franklin 109 3rd Ave. South Franklin, TN 37064</p> <p>If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above. provide an updated certificate to the City of Franklin upon request.</p>	Type of Coverage	Limits of Coverage	Certificate of Insurance	Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder* only	Workers Compensation	Statutory limits	Certificate Holder* only	Employers Liability	\$1,000,000 Bodily Injury Each Accident	Certificate Holder* only	\$1,000,000 Policy Limit Bodily Injury by Disease	\$1,000,000 Each Employee Bodily Injury by Disease
Type of Coverage	Limits of Coverage	Certificate of Insurance													
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder* only													
Workers Compensation	Statutory limits	Certificate Holder* only													
Employers Liability	\$1,000,000 Bodily Injury Each Accident	Certificate Holder* only													
	\$1,000,000 Policy Limit Bodily Injury by Disease														
	\$1,000,000 Each Employee Bodily Injury by Disease														

	<p>In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation. Vendor will notify the City of Franklin as soon as possible but no later than thirty (30) calendar days in the event of any cancellation or termination of such insurance if it is not immediately replaced.</p> <p>The successful proposer agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement. Subcontractors are required to maintain adequate insurance coverage and limits as applicable to the scope of services being performed.</p>
<p>Standard Procurement Terms and conditions 1. Assignment/Subcontracting</p>	<p>Aetna must have the flexibility to manage its costs in the most effective manner possible, combining internal resources and external vendor relationships, as appropriate. It is not practicable for Aetna to subject itself to varying constraints from individual customers. Aetna must have full freedom to manage its costs on an enterprise basis. In addition, we would like to be able to assign to our subsidiaries and affiliates without the Cities prior written consent.</p>
<p>Standard Procurement Terms and conditions 6. Derivative Works</p>	<p>Let's respond as follows, Aetna can agree if the Goods or Services are Customized, which means (i) based on the Cities written specifications, (ii) paid for separately by the City to Aetna, and (iii) pursuant to a written statement of work signed by both parties.</p> <p>Regarding arbitration, we would like to discuss this requirement in greater detail. Our preferred approach to dispute resolution does involve the use or arbitration.</p>
<p>Standard Procurement Terms and conditions 9. Warranties/Limitation of Liability/Waiver</p>	<p>Warranties Represents/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties representations. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.</p>

<p>Standard Procurement Terms and conditions 11. Precedence</p>	<p>We are obliged for regulatory reasons to ensure our Group Policy takes precedence in governing the plan we are proposing. We will ensure the provisions provided in our Group Policy meet your requirements to the fullest extent possible. We are also agreeable to enter into a side agreement governing subjects not addressed in the filed contracts, so long as the filed contracts take precedence. We are willing to make any agreed upon provisions part of a Side Agreement whose order of precedence will be dictated as follows, but we cannot override the provisions of the filed Group Policy as they are state filed.</p> <p>We are agreeable to the following order of precedence:</p> <ol style="list-style-type: none"> 1. Aetna’s filed Group Policy. 2. A Side Agreement (acceptable provisions from the City’s Standard Procurement Terms and Conditions be the origin of this). 3. Aetna’s response to the RFP. 4. Any change the City makes to the RFP. 5. Initially submitted RFP.
<p>Standard Procurement Terms and conditions 12. Indemnification</p>	<p>Your Indemnification language is generally acceptable. However, we wish to clarify the following: (1) Aetna can agree to indemnify City on a comparative negligence theory, but we are not prepared to indemnify City for 100% of a loss if Aetna is only partially at fault. As such, the words "that portion of" should be inserted before "any and all such suits, actions, legal proceedings, claims, demands, damages, costs" in the first line. (2) Consistent with the last comment, a standard of care should be introduced so that Aetna would only be liable for conduct deemed to be negligent. We are prepared to discuss other formulations of the standard of care, but we do not believe it is appropriate to omit the standard of care altogether in this paragraph.</p>
<p>Standard Procurement Terms and conditions 17. Default</p>	<p>We are unable to agree to unspecified damages or other costs beyond our control.</p>
<p>Standard Procurement Terms and conditions 18. Entire Agreement</p>	<p>As we have noted, we are obliged by statute to require our state filed and approved Group Policy to be the governing document between the City and Aetna. We are willing to work with the City to add any additional agreed upon provisions as part of a side letter.</p>

<p>Procurement Agreement 7. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.</p>	<p>Aetna contracts with its subcontractors on a book of business basis and not individually in support of any specific client relationship. Our book-of-business contracting approach makes it infeasible for Aetna to flow-through direct contract terms to our subcontractors or to seek prior approval.</p>
<p>Procurement Agreement 8. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR (“INDEMNIFICATION AGREEMENT”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.</p>	<p>We would like to discuss this requirement in greater detail. The nature of a group insurance policy is one of indemnification. Under the contract, we agree, subject to the terms of the group policy, to assume the financial responsibility from the customer for claims incurred during the term of the policy. For full-risk customers, there is no need for us to offer, and we would not typically agree to, a separate indemnification with respect to claim determinations as we already hold the financial risk with respect to all claims paid under the policy. We would assume the defense and pay the costs of defending any claim by a covered member that arises out of a claim for benefits under the policy.</p>

<p>Procurement Agreement 11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) SOLICITATION; and (d) SUBMITTAL.</p>	<p>We are obliged for regulatory reasons to ensure our Group Policy takes precedence in governing the plan we are proposing. We will ensure the provisions provided in our Group Policy meet your requirements to the fullest extent possible. We are also agreeable to enter into a side agreement governing subjects not addressed in the filed contracts, so long as the filed contracts take precedence. We are willing to make any agreed upon provisions part of a Side Agreement whose order of precedence will be dictated as follows, but we cannot override the provisions of the filed Group Policy as they are state filed.</p> <p>We are agreeable to the following order of precedence:</p> <ol style="list-style-type: none"> 1. Aetna's filed Group Policy. 2. A Side Agreement (acceptable provisions from the City's Standard Procurement Terms and Conditions and Vendor Agreement be the origin of this). 3. Aetna's response to the RFP. 4. Any change the City makes to the RFP. 5. Initially submitted RFP.
<p>Signatures</p>	<p>James Juliano is an Authorized signor for Aetna Life Insurance Company as delegated by the Corporate Secretary's Office. If an officer signature is specifically required please advise us and that will follow under a separate cover.</p>

Long Term Disability Rates*

Benefit Name	Lives	Rate**	Monthly Covered Payroll	Monthly Premium
Long Term Disability	627	\$0.340/\$100 Monthly Covered Payroll	\$2,438,775	\$8,291.84
* A census with final enrollments should be submitted to Aetna prior to the effective date; however, it must be provided no later than 30 days after the enrollment date. The final rates may be subject to change based on our review of the enrolled status.				
** Covered Monthly Payroll for each employee will be equal to the monthly salary to a maximum of the maximum monthly benefit / benefit Percentage.				

Long Term Disability Plan Design

Plan Features	Class 1 – AAFT Employees of the City of Franklin
Eligibility Waiting Period	After 30 days of employment
Minimum Hours/Week	30 hours
Benefit %	60%
Maximum Monthly Benefit	\$6,000
Maximum Benefit Period	ADEA 1
Minimum Monthly Benefit	10% Gross /\$100
Elimination Period	90 days
Definition of Disability/Own Occupation Duration	24 months
Partial Disability	Included
Definition of Earnings	<u>Commissioned Sales Force</u> : Basic earnings immediately preceding the date of disability exclusive of bonuses, overtime or extra compensation, inclusive of commissions averaged over 12 month period or actual months of employment if less. <u>All others</u> : Basic earnings immediately preceding the date of disability exclusive of bonuses, overtime or extra compensation.
Earnings Test	80%/60%
Zero Day Residual	Yes
Pre-Existing Exclusion	3/12
Mental/Nervous Limitation	24 months of benefit per Occurrence
Alcohol/Drug Limitation	24 months of benefit per Occurrence
Self-Reported Disability Limitation	Not Included
Separate Periods of Disability	Will comply with Tennessee regulations
Social Security Offsets	Primary & Family
Work Incentive Benefit Duration/Thereafter	12 Months/Proportional Benefit
Integration Method	Direct
Survivor Benefit	3 Months
Rehabilitation	Employee participation is mandatory, based on employee’s condition
Employee Contribution Percentage	Non Contributory
Minimum Participation	100%
Waiver of Premium	Included
Enhanced EAP for LTD Insured members	3 face-to-face sessions plus unlimited telephonic EAP

Maximum Benefit Period	Definition
ADEA 1	Benefits are payable while disabled according to the following schedule: Disabled at age 61 or younger, benefits continue to end of month age 65 age 62, 42 months age 63, 36 months age 64, 30 months age 65, 24 months age 66, 21 months age 67, 18 months age 68, 15 months age 69+ 12 months

Long Term Disability Quote Assumptions

Effective Date	07/01/2016
Rate Guarantee	36 Months (07/01/2016 – 06/30/2019) * * Receiving census at least once per year is a condition of the rate guarantee.
SIC Code	9111
Contract State	TN—The Aetna (ALIC) standard filed contract language applies to this proposal unless changes are approved in advance by Underwriting. Special drafted contract language or plan provisions are not assumed in the rates.
Grace Period	31 Days
Commissions	Net of commission Producer Compensation Aetna has various programs for compensating agents, brokers and consultants. If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com .
Premium Tax	Included in rates
Actively At Work Rule	<u>Plan Effective Date – Actively at Work Employees</u> – Existing coverage is transferred on a “no loss – no gain” basis. <u>Plan Effective Date – Disabled Employees</u> - Employees who are away from work due to a disability incurred prior to the Aetna’s effective date are considered to be covered under the prior carrier’s plan for the duration of their disability. <u>Newly Eligible Employees</u> – If ill or injured, and away from work on the date that coverage would become effective, the effective date of coverage is delayed until the employee returns to full-time work for one full day <u>Increases in coverage</u> . applies to increases in coverage

<p>Definition of Disability</p>	<p><u>During the Elimination Period and the Own Occupation Period:</u> any day that an individual is unable to perform the material duties of his own occupation; or while unable to perform the material duties of his own occupation, is performing at least one of the material duties of any occupation on a part-time or full-time basis and has lost at least 20% of his indexed pre-disability earning due to a disabling condition.</p> <p><u>During the any reasonable occupation period:</u> any day that an individual is unable to perform the material duties of any occupation for which he is or may become fitted, based on training, education or experience; or while unable to perform the material duties of any reasonable occupation, is performing at least one of the material duties of any occupation on a part-time or full-time basis and has lost at least 40% of his indexed pre-disability earnings due to a disabling condition.</p>
<p>Types of Disability Covered</p>	<p>Occupational and Non-occupational, not in lieu of Workers' Compensation</p>
<p>Eligibility, Enrollment and Coverage Records</p>	<p>Our quote assumed that Eligibility, Enrollment and Coverage Records will be maintained by City of Franklin.</p>
<p>Includes</p>	<p><u>Continuity of Coverage:</u> Insured individuals do not lose coverage due to an employer's change in group insurance carriers.</p> <p><u>Worksite Modification:</u> Aetna provides Worksite Modification on a case by case basis for claimants who, in our determination, could remain at work or return to work with modifications to their worksite environment.</p> <p><u>Social Security Assistance:</u> Assistance for eligible employees with the application process for Social Security disability benefits. Disability benefits are offset by Social Security, helping reduce disability costs.</p> <p><u>Enhanced EAP for LTD Insured members</u> – Includes</p> <ul style="list-style-type: none"> • 3 face-to-face counseling sessions for LTD-covered members & immediate household members per year. • Unlimited telephonic EAP consultations. • Referrals to community services, such as Alcoholics Anonymous, Eldercare and the Grieving Center. • Internet access to our online WorkLife services. • Unlimited telephonic consultation for managers and supervisors. • Standard communication and promotional materials can be printed from an employer resource website.
<p>ER FICA Match (FICA Match is contingent on Aetna's filings and may not be available subject to the Filing Restrictions.)</p>	<p><u>FICA Matching Share Program</u> – Our quote is on the assumption that we will not administer the employer FICA match for City of Franklin.</p>
<p>Exclusions</p>	<p>Insurrection, riot, civil commotion; Intentional self-inflicted injuries; War or act of war; Committing or attempting to commit a criminal act; Operating motor vehicle while under the influence of alcohol.</p>

<p>Other</p>	<ul style="list-style-type: none"> • Our quote assumed that Quotes are based on the assumptions that all information provided to Aetna is correct and complete, that the employer is a legitimate employer group and that the group is in sound financial condition. • We reserve the right to re-calculate our rate if there is a change in plan design or a 10% change in lives or volume. Or if there is a material difference between the actual information submitted on the effective date and that submitted for use in preparing this quotation. • We reserve the right to recalculate our rate if there is a statutory or regulatory requirement mandating the change of any benefit provision or administration, for example the elimination or restriction of a plan's ability to offset or reduce payable disability benefits by other income, including SSDI amounts. This includes regulatory changes to FMLA or State leaves if applicable. • Receiving census at least once per year is a condition of the rate guarantee. • Quotes are based on the assumption that the proposed LTD coverage is Non ERISA. • The enclosed group insurance rates assume that Aetna is the insurer for the long term disability product for the policy year. Should Aetna not be the insurer for the group insurance product, the enclosed rates are subject to change. • Notification of acceptance of the proposal must be communicated in writing to Aetna no later than the earlier of 90 days from the date of this proposal and 30 days prior to the effective date. Otherwise, late acceptance may cause a delay in contract issuance and other pertinent insurance information. Late submission may also result in an invalid proposal and require postponement of the effective date.
<p>Deviations</p>	<ul style="list-style-type: none"> • Unless otherwise stated, the proposal is based on Aetna standard benefits and administration.

Termination by Us	<ul style="list-style-type: none">• This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the Grace Period provision under the quote assumptions section and is subject to the terms of any laws or regulations. In addition, We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31days after the date of the notice unless it is agreed to by the Policyholder and Us.
<p>If coverage provided by any insurance 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 valid written Office of Foreign Asset Control (OFAC) license. For more information, visit http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx</p>	

Long Term Disability

Aetna Disability Services [®]	<ul style="list-style-type: none">• Aetna is the industry leader in clinical event management and has been a provider of group disability benefits for more than 80 years.• Our experience with all size companies and flexible plan design, underwriting and funding means Aetna can meet your needs and the needs of your employers
Service	<ul style="list-style-type: none">• Clinical approach to managing disabilities utilizing clinical tools and resources to help manage employees back to work/health• Centralized Behavioral Health Unit that manages the clinical aspects of psychiatric disabilities• Centralized Vocational Rehabilitation Specialists that assess rehabilitative services in facilitation of return-to-work• On-line claim adjudication tool assures consistent interpretation and application of contract provisions• Choice in claim submission: fax, mail or telephonic*• Smooth transition from STD to LTD – Claim Liaison assigned• Designated Disability Benefit Manager for each claimant• Special Investigations Unit monitors against fraud• Service and performance standards with regular reports• Single point of contact for your company’s Benefits department

<p>Optional Features* The following Optional Features are contingent on Aetna's filings some or all of the Optional Benefits may not be available subject to the Filing Restrictions</p> <p>*Optional Features are available at an additional cost and not included in the proposed quote.</p>	<ul style="list-style-type: none"> • <u>Child/Dependent Care Benefit</u>: After 6 months of benefit are paid, a benefit is available to reimburse an employee for child care expenses while participating in an approved rehabilitation program. An amount of \$250 per month per dependent to a maximum of [\$500]-[\$2500] is payable for up to 24 months. • <u>Extended Disability (ADL related)</u>: A reduced disability benefit may be payable for up to 60 months beyond the maximum duration if disabled employee is confined or receiving home health care and requires substantial assistance to perform 2 or more ADLs or substantial supervision due to cognitive impairment. Benefit is reduced to 85% of the monthly benefit, after offsets applied, up to \$5000/month. • <u>Accidental Personal Loss Indemnity Benefit</u>: Subject to the elimination period, a set number of benefit payments will be made if an employee suffers a covered accidental personal loss. • <u>Spousal Rehabilitation Benefits</u>: Vocational Rehabilitation services are available to the spouse of a claimant who is unable to participate in any Vocational Rehabilitation program due to their disabling condition(s). To qualify for this benefit, the claimant's disability must be more than 12 months in duration, the spouse's earnings must be 60% or less of the claimant's indexed pre-disability earnings and the spouse must be a suitable candidate for vocational rehabilitation as determined by Aetna. The claimant's benefit would be offset by 50% of the resulting increase in the spouse's wages. • <u>Benefit Escalator</u>: Additional benefit payable if disabled employee requires substantial assistance to perform 2 or more activities of daily living or substantial supervision due to cognitive impairment = 10% of pre-disability earnings, up to \$5,000 monthly maximum. • <u>Benefit Escalator add-on features for respite care, emergency alert system</u>: Additional benefit payable if disabled employee requires substantial assistance to perform 2 or more activities of daily living or substantial supervision due to cognitive impairment = 10% of pre-disability earnings, up to \$5,000 monthly maximum. Benefit also includes a \$100 daily Respite Care benefit that is payable for up to 14 days per year; a one-time Caregiver Training Benefit of up to \$500; and up to \$25 per month for the rental of an Emergency Alert System. • <u>Accelerated Survivor Benefit (ADB type)</u>: Option for an employee to request advanced payment of the survivor benefit before death if the employee is not expected to live more than 12 months. • <u>24 Months Work incentive Benefit</u>: During the first 24 months that benefits are payable and the employee is working at any occupation, the employee can receive up to 100% of indexed pre-disability earnings through a combination of monthly benefit and work earnings. After 24 months, the monthly benefit payable will be adjusted proportionately to the loss of income.
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	<ul style="list-style-type: none"> <u>Conversion Privilege</u>: When a covered person’s employment terminates with the employer, he or she may be eligible to convert and become insured under a disability conversion policy. The LTD conversion policy is intended to serve a temporary solution until the employee becomes insured under another group plan. The employee must convert within 31 days following termination of employment.
Annual Enrollment	If your Coverage is Contributory, each year during the employer’s annual enrollment period, employees may elect to change the amount of their Long Term Disability Insurance coverage. Employees who have previously declined coverage may also enroll at this time. All changes or enrollments that occur during this period, however, are subject to the evidence rules as they apply to late entrants.
Minimum Participation Requirements	Aetna’s proposal anticipates that a specific level of the eligible employee population will enroll in the plan and continue to be enrolled during the rate guarantee period. If this level were not to be achieved or maintained Aetna reserves the right to adjust the proposal and/or cancel the plan. The participation percentage is based on the number of employees who enroll in the plan versus the total eligible employee population.
Offsets	<p>Income benefit sources payable to the employee, employee’s spouse, children and/or dependents due to the employee’s disability or retirement. Sources include, but are not limited to, benefits payable from: Jones Act/Maritime Doctrine, unemployment compensation, Workers’ Comp, statutory disability plans, employer provided sick leave or salary continuation, Social Security, 3rd party liability, Canada Pension Plan, Quebec Pension Plan, veteran’s benefits, and group disability or retirement plans.</p> <p>We will comply with Tennessee regulations.</p>
Separate Periods of Disability	<p>If 2 or more separate periods of disability are due to the same or related causes they will be deemed to be one period of disability and only one elimination period will apply if the separation occurs during the elimination period and the periods are separated by less than 30 Days of work or the separation occurs after the elimination period and the periods are separated by less than 6 Months of work.</p> <p>We will comply with Tennessee regulations.</p>
Pre-existing Condition Limit	<p>These numbers represent the number of months in the Pre-existing Period followed by the Treatment Free Period followed by Month Exclusion Period.</p> <p>Disabilities resulting from conditions occurring during the Pre-existing Period are excluded from coverage during the Treatment Free and Exclusion Period.</p>

<p>Return to Work</p>	<p>If an employee has work earnings of more than 20% of indexed pre-disability earnings, the benefit will be adjusted as follows: <i>Work Incentive Benefit:</i> During the first 12 months the employee has such employment income, the monthly benefit will be reduced only to the extent the amount of that employment income plus the gross monthly benefit exceeds 100% of indexed pre-disability earnings. After 12 months, the adjusted benefit will be determined as follows: (A divided by B) x C where: A= Indexed pre-disability earnings minus such employment income. B= Indexed pre-disability earnings C= The net monthly benefit.</p>
<p>Approved Rehabilitation Program</p>	<p>During the employee’s active participation in an Aetna Approved Rehab Program, Aetna will pay an additional 10% of monthly benefit after all applicable reductions for other income benefits but not more than \$500 per month. This incentive will be paid up to 6 consecutive months for each period of disability.</p>
<p>Worksite Modification Benefit</p>	<p>Worksite Modification – Aetna provides Worksite Modification on a case by case basis for claimants who, in our determination, could remain at work or return to work with modifications to their worksite environment.</p>
<p>Independent Medical Examinations</p>	<p>The cost for IME has been included in the quoted rates. The cost for IME has been included in the quoted rates.</p>
<p>Termination of Coverage</p>	<ul style="list-style-type: none"> • Our quote assumed that Cessation of employment, contract termination, ineligible class, failure to make contribution.

Disability benefits are underwritten or administered by Aetna Life Insurance Company (ALIC). This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract. Consult your Group Insurance Certificate to determine governing contractual provisions, including procedures, exclusions and limitations relating to your plan. All the terms and conditions of your plan or program are subject to applicable laws, regulations and policies. While this material is believed to be accurate as of the print date, it is subject to change without notice. In case of conflict between your plan documents and this information, the plan documents will govern.

12.2. Information required to be included in proposal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history. Identify how long the organization has been providing the services being requested.
-

Our parent company is Aetna Inc., a Pennsylvania corporation. Aetna Inc. is a publicly held company whose shares are widely traded on the New York Stock Exchange.

We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT, we entered the group life insurance business in 1913 and group health insurance business in 1936. Our first group hospitalization contract was issued in 1937. We introduced our first major medical product in 1951, our first dental plan in 1957 and our first stand-alone vision product in 2009.

We have a rich history of serving customers through product and service innovation. We entered the group life arena in 1913 and began providing group disability coverage in 1919.

-
2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar clients, that makes it well qualified.
-

We have a long history of partnering with public clients over the course of our 160 year existence. We have underwritten insurance plans for multiple product lines on federal, state and municipal levels. As a result, we have a keen understanding of the unique needs of public entities as well as significant experience working with multi-layered clients possessing complex organizational structures.

This experience allows us to meet the needs of an employer with a mix of salaried and collective bargained employee classes and we understand how to design programs that will support an employee population with a diverse range of professions. We also have strong expertise in regulatory compliance.

To support this specific focus, we operate a separate Public and Labor Sector Organization as part of our corporate structure. This sector services the special needs of government entities and their employees, who have made the commitment to public service and their families. The individuals in our account teams, claims, underwriting and customer service units have been carefully selected for their experience and commitment to the public sector and receive ongoing training and support so they can best meet your needs.

-
3. Identify key personnel that would be assigned to The City and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified.
-

Julie Currin will continue as your Account Manager. She has 16 years of industry experience, with a Bachelor of Science degree to back it up. She has been with Aetna for nearly nine years, in addition to working with the City since 2012.

-
4. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
-

To the best of our knowledge, we do not have any conflicts of interest with the City.

5. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.
-

Our company has a solid balance sheet, strong cash flows and liquidity.

The nation's major rating agencies give us high ratings for financial strength. We believe we have earned these ratings because of our:

- Strong capital position
- Diversified business mix
- Strong profitability
- Exceptional liquidity

For our most recent available financial report, please refer to *2014 Financial Report.pdf*, located in the Samples and Brochures section of our proposal response.

6. Indicate the ability of the firm to meet the City's insurance requirements (see below).
-

Please refer to our Legal Explanations document which has been included with our proposal for your review.

B. Unique strengths of the proposer/proposal:

1. Describe the exceptional, value-added features of your proposal.

Life

The City will continue to have access to our Aetna Life Essentials (ALE) program. As you know, in addition to death benefits, ALE gives access to resources members may need to help their loved ones during their life, at the end of their life and after they have passed away.

In addition to the financial protection life insurance can help provide, ALE includes valuable services you can use today for a healthy and fulfilling life. More importantly, these services are available to your members and their families at no additional cost to them.

Unmatched family support services

- *Voluntary care advocate program* – For employees who are facing a disabling condition or even a terminal condition, we give direct access to a Master’s level, licensed social worker for both the employee and the caregiver. Our voluntary Care Advocate Program can help members address quality of life issues by assisting in the following areas:
 - Emotional support
 - Education – advanced directives, communicating with medical teams, discharge planning
 - Connection to resources – food, housing, transportation, handicap parking permit applications, support groups, home delivered meals, medical equipment, homemaker services

- *Everest funeral planning and concierge services*

The Everest Funeral Planning and Concierge Services are available for employees and their immediate family members (spouse/partner, and children up to age 26). For employees who elect supplemental life insurance coverage, Everest services are available to the employee's parents or step-parent, their in-laws and any step in-laws of the employee.

At-need services include family support and negotiation assistance as well as the following:

- 24 X 7 advisory assistance
- Pricfinder research reports
- Online planning tools
- At-need family support
- Data storage service

Additional caring support and resources

We will help by giving emotional and financial support during end of life for you, your family and caregivers.

- Resources in your time of need – If a member or covered spouse becomes terminally ill, and their life expectancy will likely not exceed 12 months, they are eligible to receive up to 75 percent of their life insurance benefit amount or a maximum of \$500,000 ahead of time.
- Legal support included with voluntary life coverage
- Access to end-of-life information

In addition to the financial resources life insurance can help give, you and your loved ones may find these valuable services helpful.

- Stay on track with financial counseling
- Help resolving legal questions
- Bereavement counseling
 - Everest is there to help the family with all aspects of the funeral planning process as decisions are being made in the hours and days that follow the member's passing.

In addition to the legal estate services offered through our Legal Reference program, accelerated death benefit claimants who are covered under your voluntary employee and dependent life offering, are also eligible for face-to-face legal estate services. The company that administers our Legal Reference program will make a direct outreach to the employee or spouse advising of eligibility for the following services at no cost to the person:

- Will preparation assistance
- Health care power of attorney
- Durable financial power of attorney
- Revocable living trust and tax planning
- Uncontested guardianship papers for minor dependent children
- Legal representation for the real estate sale of your primary residence

- Reimbursement for the actual expenses incurred, up to the amount shown in the [attached schedule](#), if you or your spouse had any of the following documents prepared or changed in the six months leading up to your application for the accelerated death benefit:
 - Will
 - Codicils
 - Living will
 - Powers of attorney

Employer-secure website

We can provide, through our Employer Secure Website (ESW), the following online capabilities:

- Review claim payment made and address sent to
- Dates claim approved
- Status of claim to ensure it is being processed
- Benefit paid through date
- Date benefit paid
- Copy of all insured plans certificates and termed contracts
- Medical underwriting status
- Premium waiver status available through reports

Integrated waiver of premium process

As your carrier for both Life and LTD, we send notification to the premium waiver unit. We do this only once an LTD claimant has met the predetermined qualifying period for premium waiver. We review the claim for permanent and total disability status independent of the LTD claim decision. This is because standards for premium waiver differ from those for LTD.

We transition the LTD claim information to the premium waiver unit so they have complete clinical notes. We issue additional correspondence, including approval or denial of premium waiver, from the Life Claim Service Center in Hartford, CT. The premium waiver analyst may request additional documentation. However, the entire process remains transparent to the claimant.

Disability

Mobile capabilities

Disability and Absence from Work benefits information is available using a smartphone. In addition to our robust mobile website, users of an iPhone or an Android device can also download a free mobile application. Members can report a new disability claim using Aetna's Mobile application:

- Members can report a claim (illness, injury or maternity) by answering a few simple questions.
- Members will be provided their claim number(s), along with Aetna's contact information and other state specific or customer specific information.

Members can also find disability information, and Aetna medical members can view medical claims and coverage, plus a provider “find” feature to locate doctors near your current location that are covered by your plan. Our app also fully integrates with Aetna Medical, Pharmacy and Dental Benefits.

Members are able to:

- Check claim status
- Payment inquiry (summary and detail including offsets, deductions, taxes, etc.)
- Submit maternity claims
- Report a return to work
- Use a mobile phone camera to capture and upload documents
- Electronically complete, sign and submit claim forms
- Manage direct deposit and prepaid debit card
- Contact customer service
- View and manage alerts and notifications
- Make a payment using a credit or debit card
- Enroll in direct deposit or request a prepaid debit card
- Read claims letters
- View a listing of claims
- View copies of pay stubs
- Access claim timeline
- Access benefit calendar
- Access frequently asked questions

We have made a demonstration of our upgraded mobile app available here:
[Introducing Aetna Mobile.](#)

2. Describe what sets your firm apart from your competition.
-

As we have noted above, we believe we can offer differentiators related to our social worker services for life insurance, as well as technology and timely clinical/vocational rehabilitation intervention with our disability services.

C. Thoroughness and quality of proposal:

1. Provide evidence that you understand the City's needs as described in the Request for Proposals.

We have made our best effort to provide an accurate, comprehensive proposal response based on our interpretation of the City's needs and requirements as noted in the RFP.

2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the instructions.

As we have noted, we have made our best effort to provide an accurate, comprehensive proposal response based on our interpretation of the City's needs and requirements as noted in the RFP.

We believe our response correctly follows the specific instruction provided by the City.

D. Fee for proposed products and services:

1. Identify the amount of the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City.
-

Please refer to the proposed rates attached in Proposal Documents.

12.4. Long-Term Disability (total possible points: 100)

The City currently purchases long-term disability coverage from Aetna.

a. Plan Design (point value: 15 points)

- The City is interested in keeping or enriching the current long-term disability plan design. The City may make plan design changes during the upcoming contract year.

Noted.

-
- Please provide sample contracts for review with your proposal.

Confirmed. Please refer to *LTD Contractual Documents.zip*, located in the Samples and Brochures section of our proposal response.

-
- Also, the respondent chosen will need to show the ability to administer ERISA-exempt plans and the regulations of the State because of these exemptions.

Confirmed.

b. Financial Stability (point value: 15 points)

This pertains to the insurance company whose name appears as the insurer on the policy:

- State the full name and address of your organization and include all branch offices that will be responsible for performing the services included in this proposal.

The full name of our organization is Aetna Life Insurance Company. Our headquarters are located at 151 Farmington Ave, Hartford, CT 06156. Our Disability Service Center, located in South Portland, ME, will continue to be responsible for claim management for your program.

This service center is located at:

175 Running Hill Road
South Portland, ME 04106

-
- Submit a copy of your Tennessee license.

Please refer to *TN_Tennessee_license.pdf*, located in the Samples and Brochures section of our proposal response.

-
- Submit information about your financial performance rating from any or all of the following: Standard & Poor's, Moody's, Fitch, A.M. Best.

The financial strength ratings for ALIC are:

A.M. Best	A
Standard & Poor's (S&P)	AA-
Moody's	A1
Fitch	AA-

c. Online Capabilities (point value: 15 points)

The City would like as much online access as possible to the plan information for management purposes as well as, but not limited to, the ability to monitor claims, run reports and check eligibility. Consideration will be given to whether respondents allow employees to check personal information online. Any additional cost for this service should be quoted separately.

You will continue to use our WorkAbility® (WKAB) intake and claim management system, which enables web-based sharing of all claim data across products and functions, resulting in increased productivity for the entire claim process.

In addition to improved functionality and flexibility, WKAB offers clinical analysis and benchmarking of trends that will help you manage your absence programs more effectively. The breadth and depth of this feature is unmatched in the disability industry today.

Finally, we provide a robust reporting capability called WKAB Reports. This is a web-based reporting tool that provides users with online, on demand, disability and leave reports. The primary data source for the WKAB reporting tool is the WKAB claim management system. Our reporting tool includes real time reports that extract data directly from the WorkAbility® claim management system, as well as reports that we run against the data warehouse. The data warehouse refreshes each night. The data is also available for quarterly and annual historical reporting. Customers are able to download data from their hosted reports into Access, Excel or other format for data manipulating at their workstations, reducing the need for ad hoc reports. We have the ability to provide a wide range of standard reporting.

The functions available to your employees via the WorkAbility® customer portal include:

- Initiate a disability claim
- Provide a return-to-work notification
- Event triggered e-mail notification to supervisors or Human Resources
- Obtain claim status including payment information, if applicable
- View a benefit calendar and benefit eligibility
- Manage direct deposit
- Download up to three years of prior tax forms
- Request alerts for new tax forms and claim actions before benefit changes
- Customer service inquiry
- Access downloadable forms and claims letters
- Electronic complete, signature and submission of documents
- View alerts on claims
- Scan and upload documents to a claim
- Access a list of frequently asked questions
- View a listing of claim payments (within the last 3 years)
- Print and save a copy of the pay stub
- Manage contact information

Employees access these functions over the Internet using a standard web browser. They use unique identifiers such as their name, birthday and state to provide authentication and access control to the functions. We use a secure connection between the web browser and our application to provide encryption of the data provided by the employee.

d. Customer Service (point value: 15 points)

The City is searching for a respondent with exceptional customer service that includes:

- Providing a toll-free number that is available at least eight hours per day to employees of the City who wish to speak with a knowledgeable customer service representative regarding specific details of the long-term disability insurance program.
-

Confirmed. You will continue to have the use of your toll-free customer service number between the hours of 8 a.m. to 8 p.m. ET, Monday through Friday.

- Providing support services to assist employees in understanding and using their benefits.
-

You will have continued access to one of our most innovative forms of employee communication: our interactive decision-making tool, Aetna Benefits Advisor (ABA). ABA is a web-based educational decision making tool for employees. ABA has interactive modules that ask your employees questions about their life and disability needs based on their own demographic information such as income level and number of dependents. It then suggests the levels of coverage in which to enroll.

ABA is available at no cost to the City and is accessible by a customer-specific URL that can be distributed by e-mail or hosted on a website.

- Providing prompt, courteous and knowledgeable responses to customer service requests posed by employees.
-

Our customer service representatives (CSRs) have a broad knowledge-base of our disability products and processes. They have people skills, are detail-oriented and communicate clearly. Training involves plan provision knowledge to handle inquiries and also emphasizes prompt, courteous and service-minded communication. Additionally, with our Intelligent Call Management (ICM) tool, calls are routed to the first available representative from the East to West coasts. This technology allows the calls to be answered quickly.

e. Administrative Requirements (point value: 15 points)

- Attend annual employee meetings and present long-term disability insurance plan information.

One of our representatives will continue to attend your annual health fairs. He or she will provide brochures detailing our value-added services to your employees.

-
- Provide each enrolled employee a hard copy benefit booklet outlining and defining all covered services, limitations and exclusions, and schedule of benefits. The City shall review and approve booklets prior to distribution.

We can continue to provide the City with hard copies of our benefit booklets that you can provide to your employees.

-
- Provide an administrative procedures manual to the City to be used to administer the program, including necessary forms and instructions.

As your current insurance carrier, we provided our administrative procedures manual during the initial implementation process. We have since provided any and all updates to the manual and related forms since then.

-
- Designate a point of contact responsible for resolving problems, answering claim questions and administrative or billing issues, and expediting services related to overall performance of the contract.

Julie will continue as your point of contact.

f. Rates (point value: 15 points)

Please state your rates per \$100 of payroll for long-term disability. If submitting a proposal for both life/AD&D/supplemental life and long-term disability and you offer a lower rate if awarded both lines, please state the rates assuming award of both lines and also assuming award of only one line. All rates should be quoted net of commissions. Rates are to be held constant for the entire duration of the initial term of award (three policy years, the first of which is to commence July 1, 2016 and the last of which is to expire at the end of June 30, 2019). Thereafter, rates are subject to negotiation. See also provision 12.5, "Term of award."

Please refer to the LTD Proposal for rates and rate guarantee.

Rates reflect standalone pricing.

While the policy remains in force, and in the absence of any revisions in benefits, change in participation lives, volume changes of more than 10%, changes to the plan design, or other material change in the conditions under which your plan operates, we anticipate that these rates will remain in effect until the next policy anniversary.

g. References (point value: 10 points)

At least five references in total should be provided, and one of the five must be a former client. Include number of covered employees plus customer/client name, customer/client address, description of services provided, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a current or recent customer/client of the proposer for similar services, then add the City of Franklin to the list of references as an additional reference. Government or other public sector references will receive significant regard.

As a current customer, the City would be able to provide a detailed assessment of how we have supported and assisted your employees. If you would like to speak with additional customer references, we would be happy to provide them. However, as a courtesy to our existing customers, we request that you provide us with at least seven days advance notice and the name of the person initiating the call.

List of Attachments

This section contains samples and support materials referred throughout this proposal. Following is a list of the items:

Item	Attachment
2014 Financial Report	A
Life Contractual Documents	B
TN_Tennessee_license	C
LTD Contractual Documents	D

State of Tennessee



THE DEPARTMENT OF COMMERCE AND INSURANCE DIVISION OF INSURANCE

Whereas, the AETNA LIFE INSURANCE COMPANY
a corporation organized under the laws of the STATE OF
CONNECTICUT and located at HARTFORD, CONNECTICUT
having complied with such of the requirements of the Insurance
laws of Tennessee as are applicable to the said corporation in order
to enable it to transact business herein; now, therefore, I, the
undersigned, The Commissioner of Commerce and Insurance do
hereby license and authorize the said AETNA LIFE INSURANCE COMPANY
subject to all the requirements and conditions of the laws to trans-
act the business of LIFE; DISABILITY; CREDIT; VARIABLE CONTRACTS

Insurance
in the State of Tennessee, from JULY 1 1986
until suspended or revoked.

In witness whereof, I have hereunto
set my hand and caused the seal of my office
to be affixed, at City of Nashville, in the
State of Tennessee, this 1st day of JULY
A. D. 1986

William H. Inman
The Commissioner of Commerce and Insurance



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0113)

Attachment No. 2

LTD PLAN DOCUMENTS

BENEFIT PLAN

Prepared Exclusively for
City of Franklin, TN

Long Term Disability

What Your Plan
Covers and How
Benefits are Paid



HISTORIC
FRANKLIN
TENNESSEE

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*Defines the Terms Shown in Bold Type in the Text of This Document.

Preface (GR-9N-02-005-01 TN)

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**).

This *Booklet-Certificate* is part of the *Group Insurance Policy* between Aetna Life Insurance Company and the Policyholder. The *Group Insurance Policy* determines the terms and conditions of coverage. **Aetna** agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this *Booklet-Certificate*. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the *Group Insurance Policy*.

The *Booklet-Certificate* describes the rights and obligations of you and **Aetna**, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this *Booklet-Certificate*. Your *Booklet-Certificate* includes the *Schedule of Benefits* and any amendments or riders.

If you become insured, this *Booklet-Certificate* becomes your *Certificate of Coverage* under the *Group Insurance Policy*, and it replaces and supersedes all certificates describing similar coverage that **Aetna** previously issued to you.

Group Policyholder:	City of Franklin, TN
Group Policy Number:	GP-326451-GI
Effective Date:	July 1, 2012
Issue Date:	September 17, 2012
Booklet-Certificate Number:	1



Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Important Information Regarding Availability of Coverage (GR-9N 02-005 02)

No benefits are covered under this *Booklet-Certificate* in the absence of payment of current premiums subject to the *Grace Period* and the *Premium* section of the *Group Insurance Policy*.

Unless specifically provided in any applicable termination provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for a disability that starts before coverage starts under this plan. This plan will also not pay any benefits for any disability that starts after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any disabilities that start on or after the effective date of the plan modification. There is no vested right to receive the benefits described in the *Group Insurance Policy* or in this *Booklet-Certificate* if the disability starts on or after the effective date of the plan modification, but prior to your receipt of amended plan documents.

Coverage for You

Long Term Disability Coverage

The plan may pay to you a portion of your income earnings as a monthly benefit for a period of long term disability caused by an **illness** or **injury** that occurs while your coverage is in effect.

Coverage under this plan is occupational and non-occupational. **Occupational injuries** and **illnesses** and **non-occupational injuries** and **illnesses** are covered. Conditions that are related to pregnancy may be covered under this plan.

Please refer to the *Long Term Disability* section for more details about your coverage.

Eligibility, Enrollment and Effective Date of Your Coverage

(GR-9N 29-005 02 TN)

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, "you", "your" and "yours" means the employee to whom this *Booklet-Certificate* is issued and whose insurance is in force under the terms of this group insurance policy.

Who Can Be Covered

Your employer determines the criteria that are used to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to your employment. **Aetna** will rely upon the representation of the employer as to your eligibility for coverage under this plan and as to any fact concerning such eligibility.

Employees

You are eligible for coverage under this plan if you are **actively at work** and:

- You are in an eligible class, as defined below;
- You have completed any probationary period required by the policyholder; and
- You have reached your eligibility date.

Determining if You Are in an Eligible Class (GR-9N 29-005 02 TN)

You are in an eligible class if:

- You are a regular full-time employee, as defined by your employer.

In addition, to be in an eligible class you must be:

- scheduled to work on a regular basis at least 30 hours per week during your Employer's work week; and
- working within the United States.

Probationary Period (GR-9N 29-005 02 TN)

Once you enter an eligible class, you will need to complete the probationary period before your coverage under this plan begins.

Determining When You Become Eligible

You become eligible for the plan on your eligibility date, which is determined as follows.

On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

After the Effective Date of the Plan

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you have already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

How and When to Enroll (GR-9N 29-015 03 TN)

Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. To complete the enrollment process, you will need to provide all requested information.

When Your Coverage Begins (GR-9N 29-025-02)

Your Effective Date of Coverage

Your coverage takes effect on:

- The date you are eligible for coverage.

Active Work Rule:

If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until you return to active full-time work for one full day.

This rule also applies to an increase in your coverage.

Your Disability Plan

(GR-9N 06-005 02 TN) (GR-9N 06-010 02)

Benefit Eligibility

Benefits Payable

Successive Disabilities

Important Note

As used in this section of the *Booklet-Certificate*, "you" and "your" refers to a covered employee of the employer sponsoring this plan.

The disability plan provides you with a source of income if you should become disabled because of an illness, **injury** or disabling pregnancy-related condition while covered under this plan.

Long Term Disability (LTD) Coverage

Long term disability (LTD) coverage will pay a monthly benefit if you are disabled and unable to work because of:

- An **illness**;
- An **injury**; or
- A disabling pregnancy-related condition.

Long Term Disability Benefit Eligibility

You will be considered disabled while covered under this Long Term Disability (LTD) Plan on the first day that you are disabled as a direct result of a significant change in your physical or mental conditions and you meet all of the following requirements:

- You must be covered by the plan at the time you become disabled; and
- You must be under the regular care of a **physician**. You will be considered under the care of a **physician** up to 31 days before you have been seen and treated in person by a **physician** for the **illness, injury** or pregnancy-related condition that caused the disability; and
- You must be disabled by the **illness, injury**, or disabling pregnancy-related condition as determined by **Aetna** (see *Test of Disability*).

When Benefits Are Payable

Once you meet the LTD **test of disability**, your long term disability benefits will be payable after the Elimination Period, if any, is over. No benefit is payable for or during the Elimination Period. The Elimination Period is the amount of time you must be disabled before benefits start. The Elimination Period is shown in the *Schedule of Benefits*.

Your Long Term Disability benefits will be payable for as long as your period of disability benefit eligibility continues but not beyond the end of the Maximum Monthly Benefit Period. The Elimination Period and the Maximum Monthly Benefit Period are shown in the *Schedule of Benefits*.

Premium Waiver

During your disability while benefits are payable:

- No premium payments will be required from your Employer.

Premium Reinstatement

If you are eligible to continue coverage, the employer's premium payments may be resumed on the first due date following the end of a period of disability during which premiums were waived.

Test of Disability (GR-9N 06-010 02)

From the date that you first became disabled and until monthly benefits are payable for 24 months you meet the test of disability on any day that:

- You cannot perform the **material duties** of your **own occupation** solely because of an **illness, injury** or disabling pregnancy-related condition; and
- Your earnings are 80% or less of your **adjusted predisability earnings**.

After the first 24 months of your disability that monthly benefits are payable, you meet the plan's test of disability on any day you are unable to work at any **reasonable occupation** solely because of an **illness, injury** or disabling pregnancy-related condition.

Important Note

The loss of a professional or occupational license or certification that is required by your **own occupation** does not mean you meet the test of disability. You must meet the plan's test of disability to be considered disabled.

Benefits Payable (GR-9N 06-015 02)

Benefits are paid on a monthly basis. The benefit amount is based on your **predisability earnings**, up to the maximum monthly benefit shown in the *Schedule of Benefits*.

To calculate your monthly long term disability benefit, multiply:

- Your Monthly **predisability earnings**; times
- The Benefit Percentage shown in the *Schedule of Benefits*.

The LTD benefit payable will be the lesser of:

- The monthly LTD benefit; and
- The maximum monthly benefit.

Any other income benefits you are eligible for may affect your benefits from this plan. The amount of the other income benefits will be subtracted from your monthly LTD benefit for which you are eligible. If the result is less than the minimum monthly benefit shown in the *Schedule of Benefits*, the plan will pay an amount equal to the minimum monthly benefit. Please refer to the *Other Income Benefits* section of this Booklet-Certificate for details as to which other income benefits may reduce your monthly LTD benefit.

Adjustments to Your Benefits If You Work While Disabled (GR-9N 06-020 02)

Your long term disability monthly benefit may be reduced if, while monthly benefits are payable, you receive income from:

- Your employer or any other employer, employment or self-employment; or
- Any occupation for compensation or profit;

which is more than 20% of your **adjusted predisability earnings**. The monthly benefit adjustment is calculated as follows:

During the first 12 months that you have such income, the benefit will be reduced only to the extent the sum of the amount of that income and the monthly benefit payable, without any reduction for other income benefits, exceeds 100% of your **adjusted predisability earnings**.

Thereafter,

The adjusted monthly benefit will be calculated by using the following formula:

(A divided by B), times C, where:

A = Your **adjusted predisability earnings**, minus the income you receive while disabled

B = Your **adjusted predisability earnings**

C = The monthly benefit payable.

Income means income you earn, while disabled and working, from your employer or any other employer. However, any income earned by working for another employer will be considered income only if you:

- Become employed after the date your disability started; or
- Increase the number of hours you work, or the number or type of duties you perform for another employer after the date of your disability started. In that event, only the amount of the income increase will be taken into consideration for the benefit adjustment.

When Long Term Disability Benefit Eligibility Ends (GR-9N 06-025 01)

You will no longer be considered as disabled nor eligible for long term monthly benefits when the first of the following occurs:

- The date you no longer meet the LTD test of disability, as determined by **Aetna**.
- The date you are no longer under the regular care of a **physician**.
- The date **Aetna** finds you have withheld information about working, or being able to work, at a **reasonable occupation**.
- The date you fail to provide proof that you meet the LTD test of disability.
- The date you refused to be examined by or cooperate with an independent **physician** or a licensed and certified health care practitioner, as requested. **Aetna** has the right to examine and evaluate any person who is the basis of your claim at any reasonable time while your claim is pending or payable. The examination or evaluation will be done at **Aetna's** expense.
- The date an independent medical exam report or functional capacity evaluation does not, in **Aetna's** opinion, confirm that you are disabled.
- The date you reach the end of your Maximum Benefit Duration, as shown in the *Schedule of Benefits*.
- The date you are not receiving **effective treatment for alcoholism or drug abuse**, if your disability is caused (in whole or part) by alcoholism or drug abuse.
- The date you refuse to cooperate with or accept:
 - Changes to your work site or job process designed to suit your identified medical limitations; or
 - Adaptive equipment or devices designed to suit your identified medical limitations; which would allow you to work at your **own occupation** or a **reasonable occupation** (if you are receiving benefits for being unable to work any **reasonable occupation**) and provided that a **physician** agrees that such changes, adaptive devices or equipment suit your particular medical limitations.
- The date you refuse any treatment recommended by your attending **physician** that, in **Aetna's** opinion, would cure, correct or limit your disability.
- The date your condition would permit you to:
 - Work; or
 - Increase the hours you work; or
 - Increase the number or type of duties you perform in your **own occupation** but you refuse to do so.
- The date of your death.
- The day after **Aetna** determines that you can participate in an **approved rehabilitation program** and you refuse to do so.

Limitations Which Apply to Long Term Disability Coverage (GR-9N 06-030 01)

You will no longer be considered as disabled and eligible for long term monthly benefits after benefits have been payable for 24 months if it is determined that your disability is primarily caused by:

- A mental health or psychiatric condition, including physical manifestations of these conditions, but excluding conditions with demonstrable, structural brain damage; or
- Alcohol and/or drug abuse.

There are 2 exceptions to the above limitations if you are confined as an inpatient in a **hospital or treatment facility** for treatment of that condition at the end of such 24 months.

- If the inpatient confinement lasts less than 30 days, the disability will cease when you are no longer confined.
- If the inpatient confinement lasts 30 days or more, the disability may continue until 90 days after the date you have not been so continuously confined.

Important Note

The rules under *If You Become Disabled Again* do not apply beyond 24 months to disabilities subject to this *Limitations Which Apply to Long Term Disability Coverage* section.

If You Become Disabled Again (Successive Disabilities) (GR-9N 06-035 01)

Once you are no longer disabled and your monthly benefit payments have ended, any new disabilities will be treated separately. However, 2 or more separate disabilities due to the same or related causes will be deemed to be one disability and only one Elimination Period will apply if your disability occurs again within 6 months or less of continuous **active work** from when the prior disability ended.

Aetna will resume its payments to you if your coverage has remained continuously in effect for the period of your temporary recovery. You will not need to satisfy a new Elimination Period.

If:

- Your disability ended;
- Benefits were not payable because you did not meet the elimination period; and
- Your disability due to the same or related cause occurs again after less than 30 days of continuous active work from when the prior disability ended.

you will only need to satisfy the remainder of the elimination period in order to be considered eligible for benefits payments.

The first disability will not be included if it began while you were not covered under this LTD plan.

If you become eligible for coverage under any other group long term disability benefits plan carried or sponsored by your employer, this *If You Become Disabled Again* section will no longer apply to you.

Pre-existing Conditions (GR-9N 06-045 01)

A pre-existing condition is an **illness, injury** or pregnancy-related condition for which, during the 3 months before your coverage or increase in coverage became effective:

- You were diagnosed or treated; or
- You received diagnostic or treatment services; or
- You took drugs that were prescribed or recommended by a **physician**.

The plan does not pay benefits for a disability that is caused, or contributed to, by a pre-existing condition, if the disability starts within the first 12 months after your coverage goes into effect.

Special Rules As To An Increase in Coverage

If your disability is caused by a pre-existing condition, your monthly benefit will be based on the amount of the Scheduled monthly benefit that has been in effect for at least 12 months under this plan or any other prior coverage. You will not be eligible for any benefit increase if the disability starts within the first 12 months after you increase in coverage goes into effect.

Approved Rehabilitation Program (GR-9N 06-050-01)

Aetna has the right to evaluate you for participation in an **approved rehabilitation program**.

If, in **Aetna's** judgment, you are able to participate, **Aetna** may, in its sole discretion require you to participate in an **approved rehabilitation program**.

Benefits Available to You When You Participate in an Approved Rehabilitation Program

The plan will pay for all of the services and supplies (including but not limited to, those for workplace modifications), approved in advance by **Aetna**, you need in connection with participation in the program, except those for which you can be reimbursed by another payer, including government benefits programs.

During your active participation in an **Aetna approved rehabilitation program**, **Aetna** will increase the monthly benefit payable. A 10% increase in the monthly benefit payable (after all applicable reductions for other income benefits) will be paid for up to six consecutive months for each disability, up to a maximum monthly increase of \$500.

Other Income Benefits (GR-9N 06-055 01 TN) (GR-9N 06-060 01)

Important Note

Please read this section carefully. It explains how and when other income benefits reduce your monthly LTD benefit.

It is your responsibility to enroll or apply for benefits from other sources if you are eligible. See the *Aetna Requires Proof of Other Income* section for more information.

Other income benefits can affect the monthly benefit described in the long term disability coverage section. When calculating the benefit payable, other income benefits that you, your spouse, your children or your dependents are eligible for because of your disability or retirement are taken into consideration.

The other income benefits considered when your benefits payable are calculated are:

- 50% of any award given under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement or unemployment benefits required or provided for by government law. This includes (but is not limited to):
 - Unemployment compensation benefits.
 - Temporary or permanent, partial or total, disability benefits under any workers' compensation law or similar law meant to compensate a worker for:
 - Loss of past and future wages;
 - Impaired earning capacity;
 - A lessened ability to compete for jobs;
 - Any permanent impairment; and
 - Any loss of bodily function or capacity.
 - Automobile no-fault wage replacement benefits required by law.
 - Benefits under the Federal Social Security Act, Railroad Retirement Act, Canada Pension Plan and Quebec Pension Plan.
 - Veteran's benefits.

- Statutory disability benefits
- Disability or unemployment benefits payable by either insured and uninsured plans:
 - As a result of employment by or association with your employer; or
 - As a result of your membership in, or association with, any group, association, union or other organization.

This includes both plans that are insured and those that are not.

- Unreduced retirement benefits for which you are (or may become) eligible under a group pension plan at age 62 or the plan's normal retirement age, whichever comes later. This applies only to the amount of the benefit that was paid by an employer.
- Retirement benefits you elect and receive under any group pension plan. This applies only to the amount of the benefit that was paid by an employer.
- Disability payments for lost wages or time from work from under insured motorist (UIM), uninsured motorist coverage (UM), liability insurance or other sources for a disability caused by a third party. "Other sources" include (but are not limited to) damages or a settlement received through legal action.
- Disability benefits from an accumulated sick time or salary continuation program, provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

Other Income Benefits That Do Not Reduce Monthly Benefits (GR-9N 06-065 02)

Income from certain sources will not reduce your monthly disability benefits under this plan.

Your benefits under the long term disability coverage will not be reduced by the amount of benefits you were receiving from the following sources, if you were receiving the income before you became disabled:

- Military and other government service pensions;
- Retirement benefits from a former employer;
- Veteran's benefits for service-related disabilities;
- Individual disability income policies; and
- Retirement Federal Social Security Act.

The amount of income or other benefits from the following sources will not reduce your disability benefits:

- Profit sharing plans;
- Thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- Employee stock option plans;
- 403 (b) Tax-sheltered annuity plans;
- 457 deferred compensation plans;
- Severance pay;
- Individual disability income policies; or
- Individual retirement accounts (IRAs).

What Happens When Other Income Benefits Increase (GR-9N 06-070-01)

An increase in other income benefits that you are eligible for may affect your benefit payable under this coverage.

If your other income benefits increase as the result of one of the following situations, the increased amount will be considered when calculating your benefits payable:

- The number of people in your family changes;
- Your benefit level is adjusted or corrected; or
- The severity of your disability changes.

This may result in a reduction in benefits payable.

A cost of living increase in other income benefits you receive from a governmental source (including, but not limited, to benefits under the Federal Social Security Act) will *not* reduce your benefits payable.

A cost of living increase in other income benefits you receive from a non-governmental source will *not* affect your benefits payable to the extent that the increase is based on the annual average increase in the **Consumer Price Index**.

How Aetna Applies Other Income Benefits (GR-9N 06-075 02-TN)

Long Term Disability

Any Lump sum or periodic payments you receive from any other income benefit are prorated on a monthly basis over the period of time for which the payment was made. If a period of time is not indicated, **Aetna** will prorate the payments over a reasonable period of time. **Aetna** will take into account the expected duration of your disability payments and other relevant factors.

The part of a lump sum or periodic payment that you receive for income lost as a result of your disability will be counted as an other income benefit. If the portion attributable to lost income is not specifically allotted or identified, you must provide proof to Aetna as to what part is attributable to lost income. If you do not provide acceptable proof, Aetna will consider 50% to be payable for your disability.

Any of these other income benefit payments that date back to a prior date may be allocated on a retroactive basis. If the other income benefits are automobile no-fault wage replacement benefits or disability payments which result from a disability caused by a third party, the applicable period of time will start from the date of the accident.

Estimate of Other Income Benefits

Aetna will estimate *other income benefits* for which you appear to be eligible, unless you sign and return a reimbursement agreement to **Aetna**. The reimbursement agreement includes your promise to repay Aetna for any overpayment of benefits made to you as a result of your receipt of other income benefits. If other income benefits are estimated, your monthly benefit will be adjusted when Aetna receives proof:

- Of the exact amount paid or awarded; or
- That benefits have been denied after review at the highest administrative level.

If estimating your other income benefits results in an underpayment, **Aetna** will pay you the difference between the underpayment and the benefit payable. If there is an overpayment, you must repay **Aetna** the difference between all overpayments and the benefit payable. If **Aetna** must take legal action to recover such overpayment, you also must pay **Aetna's** reasonable attorneys fees and court costs, if **Aetna** prevails.

Aetna Requires Proof of Other Income (GR-9N-06-080 01)

Aetna may require proof:

- That you, your spouse, child or dependent has applied for all other income benefits that you or they are or may be eligible to receive because of your disability, and has made a timely appeal of any denial of benefits through the highest administrative level. "Timely appeal" means making the appeal in the time required, but never more than 60 days after the latest denial.
- That the person applying for other income benefits has furnished the necessary proof needed to obtain other income benefits, which include, but is not limited to, workers' compensation benefits;
- That the person has not waived (given up his or her right to) any other income benefits without **Aetna's** written consent;
- That the person has sent **Aetna** copies of documents showing the effective dates and amounts of other income benefits.
- Of income you receive from any work for pay or profit.

If you apply for Social Security benefits and are denied, you must request reconsideration within 60 days after the denial unless **Aetna** states, in writing, that you are not required to do so. If the reconsideration is denied, you must apply for a hearing before an administrative law judge within 60 days of the denial, unless **Aetna** waives this requirement.

You do not have to apply for:

- Retirement benefits paid only on a reduced basis; or
- Disability benefits under a group life insurance plan, if the disability benefits would reduce the amount of your group life insurance.

However, if you apply for and receive these benefits, they will be considered as other income benefits and you must provide proof to **Aetna**, if requested.

If you do not provide the proof that **Aetna** may require, **Aetna** has the right to suspend or adjust this plan's benefits by the estimated amount of the other income benefits.

Exclusions That Apply to Long Term Disability (GR-9N 28-010 02 TN)

Long term disability coverage does not cover any disability on any day that you are confined in a penal or correctional institution for conviction of a criminal act or other public offense. You will not be considered to be disabled, and no benefits will be payable.

Long term disability coverage also does not cover any disability that:

- Is due to insurrection, rebellion, or taking part in a riot or civil commotion.
- Is due to intentionally self-inflicted **injury** (while sane or insane).
- Is due to war or any act of war (declared or not declared).
- Results from your commission of, or attempting to commit a criminal act.
- Results from a motor vehicle accident caused by operating the vehicle while you are under the influence of alcohol. A motor vehicle accident will be deemed to be caused by the use of alcohol if it is determined that at the time of the accident you were :
 - Operating the motor vehicle while under the influence of alcohol at a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred. If the accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.

How Prior Coverage Affects Coverage Under This Plan (GR-9N 06-085 02)

If the coverage of any person under this plan replaces any prior coverage of the person, the following will apply.

"Prior Coverage" is any plan of group LTD coverage that has been replaced by coverage under part or all of this plan.

It must have been sponsored by your Employer who is participating in this plan. The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group insurance plan.

Your coverage under this Plan replaces and supersedes any prior coverage. It will be in exchange for everything under such prior coverage, except that no benefit will be payable under this plan as to a particular period of disability if:

- You are receiving, or eligible to receive, benefits for that disability under the prior coverage; or
- In the absence of coverage under this plan, you would have been eligible to receive benefits for that disability under the prior coverage.

Same or Related Causes of Disability

Any disability that began before you were covered under this LTD plan will not be included for purposes of the *If You Become Disabled Again (Successive Disabilities)* section of this plan. However, if you meet all of the following conditions, the elimination period under this plan will apply to the extent it would have applied under the terms of the prior coverage had it remained in force:

- You had prior coverage on the day before LTD coverage took effect; and
- You became covered for this LTD plan on the date it takes effect; and
- While you are insured under this plan, a disability starts that is due to the same **illness, injury** or disabling pregnancy related condition for which you received or were eligible to receive benefits under the prior coverage; and
- There are no benefits available under the terms of the prior coverage for this disability due to the same **illness, injury** or disabling pregnancy related condition, the Elimination Period under this plan will apply to the extent it would have applied under the terms of the prior coverage had it remained in force.

Where the above paragraph applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a disability due to the same or related causes, will be as provided in this LTD plan.

Pre-existing Conditions

As stated earlier, no benefits will be payable, as to a disability caused by a pre-existing condition. However if:

- You had prior coverage on the day before LTD coverage took effect; and
- You became covered for this LTD plan on the date it takes effect;

a benefit may be payable if a continuous period of coverage under the prior coverage and this LTD plan are equal to the lesser of:

- 12 months and;
- Any period of limitation as to a pre-existing condition remaining under the prior coverage.

Where the exclusion no longer applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a disability caused by such pre-existing condition, will be as provided in this LTD plan, subject to the *Special Rules As To An Increase in Coverage* section.

In no event will:

- A benefit be payable as to a disability caused by a pre-existing condition, if the disability is excluded by any other terms of this LTD plan.
- A condition will be considered to be a pre-existing condition under this LTD plan if it was not a pre-existing condition under the prior coverage.

Additional Benefits (GR-9N 06-095 01)

Survivor Benefit (GR-9N 06-090 01)

If you die while disabled, a single, lump sum benefit will be paid under this provision if:

- There is an eligible survivor as defined below; and
- A monthly benefit was payable under this plan.

The benefit amount will be 3 times the monthly benefit, not reduced by other income benefits, for which you were eligible in the full month just before the month in which you die.

If you die before you are eligible for one full monthly benefit, however, the benefit will be 3 times the monthly benefit, not reduced by other income benefits for which you would have been eligible if you had not died, for the first full month after the month in which you die.

An eligible survivor is:

- Your legally married spouse at the date of your death.
- If there is no such spouse, your biological or legally adopted child who, when you die:
 - is not married; and
 - is depending on you for support; and
 - is under age 25. This age limit will not apply if the child is not capable of self-sustaining employment because of mental or physical handicap which existed prior to age 25.

How the Survivor Benefit Will Be Paid

The benefit will be paid to your eligible surviving spouse, if any. Otherwise, it will be paid in equal shares to your eligible surviving children.

If monthly benefit payments are made in amounts greater than the monthly benefits that you are entitled to receive, **Aetna** has the right to first apply the survivor benefit to any such overpayment.

Aetna may pay the benefit to anyone who, in **Aetna's** opinion, is caring for and supporting the eligible survivor; or if proper claim is made, **Aetna** may pay the benefit to an eligible survivor's legally appointed guardian or committee.

When Coverage Ends (GR-9N-30-005-02 TN)

Coverage under your plan can end for a variety of reasons. In this section, you will find details on how and why coverage ends, and how you may still be able to continue coverage.

When Coverage Ends For Employees (GR-9N-30-005-02 TN)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer;
- Your employment stops for any reason, including job elimination or being placed on severance. This will be the date you stop active work. However, if premium payments are made on your behalf, **Aetna** may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
 - If you are not **actively at work** due to **illness or injury**, your coverage may continue, until stopped by your employer, but not beyond 12 months from the start of the absence.
 - If you are not **actively at work** due to temporary lay-off or leave of absence, your coverage will stop on the last full day you are **actively at work** before the start of the lay-off or leave of absence.

It is your employer's responsibility to let **Aetna** know when your employment ends. The limits above may be extended only if **Aetna** and your employer agree, in writing, to extend them.

Reinstating Coverage (GR-9N 30-005-01)

If your long term disability coverage ends, you may reinstate coverage subject to the rules described in the *When your Coverage Begins* section.

However, if your coverage ends because you stop active work, you may reinstate coverage without having to complete a new eligibility probationary period, if you return to active work in an Eligible Class within 24 months of the date your coverage ended.

In addition, if you return to work in an *Eligible Class* within 6 months of the date your coverage ended, the pre-existing condition rule applies to the extent the rule would have applied if your coverage had not ended.

Continuation of Coverage (GR 9N 31-010 03 TN)

Continuing Long Term Disability Insurance Coverage (GR 9N 31-010 03 TN)

Continuation of Coverage during a Leave of Absence

Your coverage will be continued during a sabbatical leave for training and educational purposes and military leave, providing you meet the following requirements:

- Your leave is approved by your Employer and is scheduled to last less than 3 months after FMLA is exhausted; and
- Your written request for continuation of coverage under this plan is approved by **Aetna**; and
- Your premium continues to be paid.

If your Employer grants you an approved Leave of Absence for a period in excess of the period shown above, any continuation of coverage during that excess period will be subject to prior written agreement between **Aetna** and your Employer.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved Leave of Absence is terminated.
- The date the coverage involved discontinues as to your eligible class.
- The date the Group Policy terminates.

If you become disabled, **predisability earnings** will have the same meaning as the definition found in the *Glossary*, except that it will be determined as of the day before your leave started.

If your coverage is continued during a military leave of absence, this Plan does not cover any disability which is caused by or arises out of active duty in the military service, including, but not limited to war or act of war (whether declared or undeclared). Any other exclusions listed in the *Exclusions that Apply to Long Term Disability* provision also apply while coverage is continued.

Extension of Benefits (GR-9N 31-020-01 TN)

Coverage for Long Term Disability Benefits

If your long term disability coverage ends during a period of total disability which began while you had coverage, any long term disability benefits will be continued until your benefit eligibility ends.

General Provisions (GR-9N-32-005-02-TN)

Physical Examinations (GR-9N-32-005-02-TN)

Aetna will have the right and opportunity to have a **physician** of its choice examine any person who is requesting certification or benefits for new and ongoing claims. Multiple exams, evaluations and functional capacity exams may be required during your disability for an ongoing claim. This will be done at all reasonable times while certification or a claim for benefits is pending or under review. This will be done at no cost to you.

Legal Action

No legal action can be brought to recover payment under any benefit after 2 years from the final decision date of your last appeal decision, but not later than 3 years from the date your eligibility for disability benefit was first denied.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before your coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

Confidentiality

Information contained in your medical records and information received from any provider incident to the provider-patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices at www.aetna.com.

Additional Provisions

The following additional provisions apply to your coverage:

- You cannot receive multiple coverage under the plan because you are connected with more than one employer.
- In the event of a misstatement of any fact affecting your coverage under the plan, the true facts will be used to determine the coverage in force.
- This document describes the main features of the plan. Additional provisions are described elsewhere in the *group policy*. If you have any questions about the terms of the plan or about the proper payment of benefits, contact your employer or **Aetna**.
- Your employer hopes to continue the plan indefinitely but, as with all group plans, the plan may be changed or discontinued with respect to your coverage.

Assignments (GR-9N-32-005-01) (GR-9N-32-005-02-TN)

Coverage may be assigned only with the written consent of **Aetna**.

Misstatements (GR-9N-32-005-02-TN)

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by **Aetna** in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of **Aetna's** right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability (GR-9N-32-005-02-TN)

During the first two years that your insurance is in force, any statement that you have made may be used by **Aetna** in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if evidence of good health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

Aetna may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

Subrogation (GR-9N-32-010-02 TN)

As used herein, the term "Third Party," means any party that is, or may be, or is claimed to be responsible for **illness** or **injuries** to you that caused your disability. Such **illness** or **injuries** are referred to as "Third Party Injuries." "Third Party" includes any party responsible for payment of benefits for loss of time or wages as a result of Third Party Injuries.

By accepting benefits under this plan, you specifically acknowledge **Aetna's** right of subrogation. When this plan pays benefits for disabilities incurred due to Third Party Injuries, **Aetna** shall be subrogated to your right of recovery against any party to the extent of all benefits provided by this plan. **Aetna** will notify the covered person or the covered person's representative of its interest and maintain contact throughout the process.

By accepting benefits under this plan, you or your representatives further agree to:

- Notify **Aetna** within 45 days and in writing when notice is given to any party, including an insurance company or attorney, of the intention to investigate or pursue a claim to recover damages or obtain compensation due to Third Party Injuries sustained by you;
- Cooperate with **Aetna** and do whatever is necessary to secure **Aetna's** rights of subrogation and recovery under this Booklet-Certificate;
- Give **Aetna** a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with Third Party Injuries provided by this plan;
- Pay, as the first priority, from any recovery, settlement judgment, or other source of compensation, any and all amounts due **Aetna** as recovery of the full cost of all benefits associated with Third Party Injuries paid by this plan (regardless of whether such payment will result in a recovery to the covered person which is insufficient to

make the covered person whole or to compensate the covered person in part or in whole for the damages sustained), unless otherwise agreed to by **Aetna** in writing; and

- Do nothing to prejudice **Aetna**'s rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by the plan;
- Serve as a constructive trustee for the benefits of this plan over any settlement or recovery funds received as a result of Third Party Injuries.

Aetna may recover full cost of all benefits paid by this plan under this Booklet-Certificate without regard to any claim of fault on your part, whether by comparative negligence or otherwise.

Recovery of Overpayments

Long Term Disability Coverage

If payments are made in amounts greater than the benefits that you are entitled to receive, **Aetna** has the right to do any one or all of the following:

- Require you to return the overpayment on request;
- Stop payment of benefits until the overpayment is recovered;
- Take any legal action needed to recover the overpayment; and
- Place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

- Occurs as a result of your receipt of "other income benefits" for the same period for which you have received a benefit under this plan; and
- To obtain such "other income benefits", advocate or legal fees were incurred;

This Plan will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to **the plan** within 30 days of **the plan's** written request for the overpayment. If you do not return the overpayment to this plan within such 30 days, such fees will not be excluded; you will remain responsible for repayment of the total overpaid amount.

Examples of "other income benefits" are:

- Workers' compensation.
- Federal Social Security benefits.
- Disability payments made by, or on behalf of, a third party as a result of any person's action or inaction.

Reporting of Claims (GR-9N-32-020-01)

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from **Aetna**. Follow the procedure chosen by your Employer to report a disability claim to **Aetna**. If the procedure requires that claim forms be submitted, you may obtain them from your employer or **Aetna**.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as **Aetna** may reasonably request. At any time, **Aetna** may require copies of documents to support your claim, including data about employment. You must also provide **Aetna** with authorizations to allow it to investigate your claim and your eligibility for and the amount of work earnings and other income benefits.

In addition to the above: if you must be out of work because you are disabled, a claim for a Long Term Disability Benefit should be made right away. Do not wait until you go back to work. This may delay payment of benefits. At any time, **Aetna** may require copies of documents to support your claim, including data about employment and any other income benefits.

The deadline for filing a long term disability claim is 90 days after the end of the elimination period, if any.

If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than one year after the deadline.

Payment of Benefits (GR-9N-32-025-04)

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Long Term Disability benefits will be paid at the end of each calendar month during the period for which benefits are payable. Long Term Disability benefits for a period less than a month will be prorated. This will be done on the basis of the ratio, to 30 days, of the days of eligibility for benefits during the month.

Any unpaid balance (at the end of **Aetna**'s liability as to Long Term Disability) will be paid within 30 days of receipt by **Aetna** of the due written proof.

Aetna may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate.

Contract Not a Substitute for Workers' Compensation Insurance

(GR-9N-32-030-01)

The group policy is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

Contacting Aetna (GR-9N-32-005-01)

If you have questions, comments or concerns about your benefits or coverage, or if you are required to submit information to **Aetna**, you may contact **Aetna's** Home Office at:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

You may visit **Aetna's** web site at www.aetna.com.

Glossary

(GR-9N-34-005-01 TN)

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

A (GR-9N-34-005-02)

Active at Work; Actively at Work; Active Work (GR-9N-34-005-02)

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

Adjusted Predisability Earnings

Your **predisability earnings**, plus any increase made on each January 1. The first increase will be made on the January 1 following a 12-month period of disability. On each January 1, the increase made will equal the percentage increase in the **Consumer Price Index**, rounded to the nearest tenth; to a maximum of 10%.

Aetna

Aetna Life Insurance Company, an affiliate, or a third party vendor under contract with **Aetna**.

Approved Rehabilitation Program

A written program, approved by **Aetna**, that provides for services and supplies which are intended to enable you to return to work. The program may include, but is not limited to:

- Vocational testing;
- Vocational training;
- Alternative treatment plans such as:
 - Support groups;
 - Physical therapy;
 - Occupational therapy; and
 - Speech therapy;
- Workplace modification to the extent not otherwise provided;
- Part time employment; and
- Job placement.

A rehabilitation program will no longer be an **approved rehabilitation program** on the date **Aetna** withdraws, in writing, its approval of the program.

C (GR-9N-34-015-02-TN)

Consumer Price Index

The **Consumer Price Index** for Urban Wage Earners and Clerical Workers (CPI-W), is published by the United States Department of Labor. If the CPI-W is discontinued or changed, **Aetna** reserves the right to use a comparable index.

E (GR-9N 34-025 04)

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or substance abuse therapy that is prescribed and supervised by a **physician** and either:

- Has a follow-up therapy program directed by a **physician** on at least a monthly basis; or
- Includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

Detoxification and **maintenance care** are not effective treatment.

H (GR-9N 34-040 02)

Hospital

An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of **physicians**;
- Provides twenty-four (24) hour-a-day **R.N.** service,
- Charges patients for its services;
- Is operating in accordance with the laws of the jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of the jurisdiction in which it operates for licensing as a **hospital** and is accredited as a **hospital** by the Joint Commission on the Accreditation of Healthcare Organizations.

In no event does **hospital** include a convalescent nursing home or any institution or part of one which is used principally as a convalescent facility, rest facility, nursing facility, facility for the aged, extended care facility, intermediate care facility, **skilled nursing facility**, hospice, rehabilitative **hospital** or facility primarily for rehabilitative or custodial services.

I (GR-9N 34-045 02)

Illness (GR-9N 34-045 02)

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar. The findings set the condition apart as an abnormal entity differing from other normal or pathological body states.

Injury

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.
- An act or event must be definite as to time and place.

M (GR-9N-34-065-04 TN)

Material Duties

Duties that:

- Are normally needed for the performance of your **own occupation**; and
- Cannot be reasonably left out or changed. However, to be at work more than 40 hours per week is not a material duty.

O (GR-9N-34-075-01 TN)

Own Occupation

The occupation that you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- For your specific employer; or
- At your location or work site; and
- Without regard to your specific reporting relationship.

P (GR-9N-34-080-05 TN)

Physician (GR-9N-34-080-05 TN)

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate; and
- Under applicable insurance law is considered a "physician" for purposes of this coverage.

For the purposes of Long Term Disability coverage, regular care of a physician means you are attended by a physician who:

- Is not you or related to you;
- Has the medical training and clinical expertise suitable to treat your disabling condition;
- Specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- Whose treatment is:
 - Consistent with the diagnosis of the disabling condition;
 - According to guidelines established by medical, research and rehabilitative organizations; and
 - Administered as often as needed.

Predisability Earnings

The amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a monthly basis.

Your **predisability earnings** will be figured from the rule below that applies to you.

- 1) If you are paid on an annual contract basis, your monthly salary is based on your annual contract divided by 12.
- 2) If you are paid on an hourly basis, the calculation of your monthly wages is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 173 hours per month.
- 3) If you do not have regular work hours, the calculation of your monthly salary or wages is based on the average number of hours you worked per month during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 173 hours per month.

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Shift Differential.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:
 - An Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.
 - An IRC 401(k), 403(b), or 457 deferred compensation arrangement.
 - An executive nonqualified deferred compensation agreement.

Salary or wages do not include:

- Awards and bonuses.
- Overtime pay.
- Fringe benefits.
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.
- Extra compensation such as payments for revenue sharing, housing allowances, stipends, relocation incentives or buyouts of unused vacations, professional fees, non qualified income.

A retroactive change in your rate of earnings will not result in a retroactive change in coverage.

R (GR-9N-34-090-01 TN)

Reasonable Occupation

This is any gainful activity:

- For which you are, or may reasonably become, fitted by education, training, or experience; and
- Which results in, or can be expected to result in, an income of more than 60% of your **adjusted predisability earnings**.

T (GR-9N 34-100-02)

Treatment Facility

This is an institution (or distinct part thereof) that is for the treatment of alcoholism or drug abuse and which meets fully every one of the following tests:

- It is primarily engaged in providing on a full-time inpatient basis, a program for diagnosis, evaluation, and treatment of alcoholism or drug abuse.
- It provides all medical detoxification services on the premises, 24 hours a day.

- It provides all normal infirmary-level medical services required during the treatment period, whether or not related to the alcoholism or drug abuse, on a 24 hour daily basis. Also, it provides, or has an agreement with a **hospital** in the area to provide, any other medical services that may be required during the treatment period.
- On a continuous 24 hour daily basis, it is under the supervision of a staff of **physicians**, and provides skilled nursing services by licensed nursing personnel under the direction of a full-time registered graduate nurse.
- It prepares and maintains a written individual plan of treatment for each patient based on a diagnostic assessment of the patient's medical, psychological and social needs with documentation that the plan is under the supervision of a **physician**.
- It meets any applicable licensing standards established by the jurisdiction in which it is located.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

Schedule of Benefits

(GR-9N-S-01-001-01)

Employer: City of Franklin, TN

Group Policy Number: GP-326451-GI

Issue Date: September 17, 2012

Effective Date: July 1, 2012

Schedule: 1A

Cert Base: 1

For: Long Term Disability

Long Term Disability Coverage (GR-9N S-05-01 03 TN)

Schedule of Long Term Disability Benefits

Elimination Period The first 90 days of a period of disability.

(GR-9N S-05-01 03 TN)

Scheduled Monthly Benefit 60% of your monthly **predisability earnings**

(GR-9N S-05-01 03 TN)

Maximum Monthly Benefit Under this Plan (plus all other Income benefits) \$6,000

Minimum Monthly Benefit

(GR-9N S-05-01 03 TN)

The greater of:

- (a) \$100; and
- (b) 10% of your scheduled monthly benefit or, if less, 10% of the maximum monthly benefit

Benefits Actually Payable

Any monthly benefit actually payable to you by **Aetna** will be reduced by other Income benefits. For additional information regarding other income benefits, see your Booklet Certificate.

Maximum Benefit Duration*

If your period of disability starts before the date you reach age 62, it will end the last day of the calendar month in which you reach age 65.

If your period of disability starts on or after the date you reach age 62, it will end with the expiration of the number of months of disability, after the elimination period is met, based on the following schedule:

Maximum Benefit Duration Schedule

Age When Period of Disability Starts	Months of Disability
62 but less than 63	42 months
63 but less than 64	36 months
64 but less than 65	30 months
65 but less than 66	24 months
66 but less than 67	21 months
67 but less than 68	18 months
68 but less than 69	15 months
69 and over	12 months

*Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate.

General (GR-9N S-28-01)

This *Schedule of Benefits* replaces any similar *Schedule of Benefits* previously in effect under your plan of long term disability benefits. Requests for coverage other than that to which you are entitled in accordance with this *Schedule of Benefits* cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

a policy “shell” containing general provisions relating to policyholder/insurance company matters, and

a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

Aetna Life Insurance Company



Notice Concerning Coverage Limitations And Exclusions Under The Tennessee Life And Health Insurance Guaranty Association Act

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

Coverage

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

Exclusions from Coverage

However, persons holding such policies are not protected by this association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans protected by the federal Pension Benefit Guaranty Corporation are not covered.

Limits on Amount of Coverage

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$ 300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$ 300,000 limit, the association will not pay more than \$ 100,000 in cash surrender values, \$ 100,000 in health insurance benefits, \$ 100,000 in present value of annuities, or \$ 300,000 in life insurance death benefits -- again, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages.

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**Tennessee Life And Health Insurance
Guaranty Association**

1200 First Union Tower 150 4th Avenue
North Nashville, Tennessee 37219-2433

Tennessee Department Of Commerce And Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243



(GR-29N-01-01-01)

Group Life and Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

City of Franklin, TN
(the Policyholder)

Policy Number: GP-326451-GI
Date of Issue: September 17, 2012
Effective Date: July 1, 2012

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on July 1 of each year.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Tennessee.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

A handwritten signature in black ink, appearing to read 'Mark T. Bertolini', with a stylized flourish at the end.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company

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Cover Page – Group Life and Accident and Health Insurance Policy

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Special Notice

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Special Notice (GR-29N-02-01-05)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice

Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete;
- or misleading information is guilty of a felony of the third degree.

Definitions (GR-29N-03-01-01 TN)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

If an eligible person is covered under any other group health plan issued to the Policyholder by Us, or any other health benefit plan established and maintained by the Policyholder, they will not be considered eligible for health coverage under this Policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of all provisions set forth in this document as well as the provisions found in the Certificate, including the *Schedule of Benefits*, issued to covered employees under the group plan. Any amendment changing the provisions of the Certificate is also made part of this Policy as of the effective date of the amendment.

Certificate means each certificate included in the Policy as follows:

Identification	Issue Date	Effective Date	Eligible Group and/or Type of Coverage
Cert-Base: 1	September 17, 2012	July 1, 2012	Long Term Disability
SOB: 1A	September 17, 2012	July 1, 2012	Long Term Disability
Cert-Base: 2	September 17, 2012	July 1, 2012	Full-Time Employees - Life and Accidental Death & Personal Loss
SOB: 2A	September 17, 2012	July 1, 2012	Full-Time Employees - Life and Accidental Death & Personal Loss
Cert-Base: 3	September 17, 2012	July 1, 2012	The Board of Mayor and Aldermen - Life
SOB: 3A	September 17, 2012	July 1, 2012	The Board of Mayor and Aldermen - Life
Rider: 1	September 17, 2012	July 1, 2012	TN Disability Complaint & Appeals
Rider: 2	September 17, 2012	July 1, 2012	TN Life and AD&PL Complaint & Appeals
Rider: 3	September 17, 2012	July 1, 2012	KY Extra-Territorial Rider

Premiums and Fees (GR-29N-05-01-03 TN)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

If the Policyholder so agrees, We may determine the Premium Rates:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.

The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us:

- At any time; or
- Pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. If We declare an experience credit, We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

Aetna will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a conversion fee in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly, based upon the number of covered persons electing conversion coverage during the previous month.
- We may charge a fee in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

We will mail a written notice to the Policyholder at least 10 days prior to the end of the Grace Period informing the Policyholder that the premium was not received and that the Policy will be terminated as of the premium due date if the premium is not received by the end of the 31 day Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, We may waive up to one month's billed premium during any policy term. If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Life Insurance Unit Benefit

Basic	Per \$1,000 Of Insurance	\$0.140
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Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Accidental	Per \$1,000 of	\$0.025
Death and	Coverage	
Personal Loss		

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Long Term Disability Income	Per \$100 of Covered Monthly Payroll	\$0.340
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Premiums and Fees (Continued)

Employee Supplemental Life Insurance - Table of Premium Rates

Age Last Birthday	Monthly Premium Per \$1,000 of Insurance
0-19	\$0.140
20-24	\$0.140
25-29	\$0.140
30-34	\$0.140
35-39	\$0.140
40-44	\$0.140
45-49	\$0.140
50-54	\$0.140
55-59	\$0.140
60-64	\$0.140
65-69	\$0.140
70+	\$0.140

Responsibilities of the Policyholder (GR-29N-06-01-02 TN)

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
 - Evidence of coverage elections;
 - Evidence of eligibility;
 - Changes to such elections; and
 - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Termination

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Us.

As used in this section: "Health Expense Coverage" means:

- Comprehensive Medical Plan;
- Major Medical Plan;
- Prescription Drug Plan;
- Basic Hospital Plan;
- Basic Medical Plan;
- Limited Medical Plan; and
- Comprehensive Hearing Benefits

But does not include:

- Basic Dental Plan;
- Comprehensive Dental Plan;
- Comprehensive Vision Benefits; and
- DMO Dental

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policyholder if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder if We cease to offer the product line to which the Policy relates;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon **Aetna's** written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. Upon termination, We will provide employees and their dependents with Certificates of Creditable Coverage which will show evidence of their prior health coverage under this Policy for a period of up to 18 months prior to the loss of coverage.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

General Provisions (GR-29N-09-01-01)

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

(GR-29N-09-02-01)

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior

agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

(GR-29N-09-03-01)

Administrative Matters. We have complete discretionary authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In performing its review, We shall have discretionary authority to determine whether and to what extent employees and beneficiaries are entitled to benefits; and construe any disputed or doubtful terms of this Policy.

We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules; and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of Certificates and disclosures prepared by Us.

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. (GR-29N-09-03-01)

As to Life Insurance. The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Us in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime; or if the insurance under the Policy may be increased upon the application of the employee and the production of evidence of good health if the increase have been in force prior to the contest for 2 years during the employee's lifetime; nor unless such statement is contained in a written form signed by him or her.

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0113)

Attachment No. 3

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with prior notice to the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016-018 and 2016-019
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Aetna Life Insurance Company
Attn: Julie Currin, Sr. Account Manager
Aetna Group Insurance Life & Disability
2815 Coliseum Centre Drive, Suite 550

Charlotte, NC 28217
FAX: 860-262-9164
E-mail: currinj@aetna.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. If Derivative Work are Customized, which means (i) based on the City's written specifications, (ii) paid for separately by the City to Aetna, and (iii) pursuant to a written statement of work signed by both parties, then, to the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document is the Insurance Policy filed and approved by the department of Insurance of the State of Tennessee in which case its provisions specifically conflicting with the Standard Procurement Terms and Conditions will govern.
12. Indemnification. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this services agreement.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0113)

Attachment No. 4

CERTIFICATES OF INSURANCE



City of Franklin
109 3rd Avenue South
Franklin, TN 37064

CERTIFICATE OF SECURITY AND PRIVACY INSURANCE

Dear Sirs,

Insured: Aetna, Inc. and any subsidiaries previously, currently and hereinafter constituted.

We act as insurance brokers to the above client and in this capacity can provide brief details of their current Security and Privacy Insurance.

Insurer: Lloyd's Syndicate Brit 2987
Lloyd's Syndicate Kiln 510

Policy Number: B0713MEDTE1600549

Period: From: 15 May 2016
To: 15 May 2017
Both days at 12.01 a.m., Local Standard Time at the Insured's principal address.

Limit of Liability: USD 5,000,000 each and every claim and in the aggregate for all coverages combined including claim expenses.

This document is provided for information only and cover is subject to Insurer's policy terms, conditions, limitations and exclusions. Cover may also be subject to cancellation provisions and warranties.

The issuance of this document does not make the person or organisation to whom it has been issued an additional insured and confers no rights upon the recipient, nor does it modify in any manner the contract of insurance between the Insured and Insurers.

Without prejudice to the foregoing no assurance is given by us to the adequacy or otherwise of the limit of liability under the insurance policies. Nor do we express any view or assume any liability as to the solvency or future ability to pay of any of the insurance companies with whom the insurance policies have been placed. In each case you must rely upon your own assessment of such matters.

We cannot comment as to whether the client has done or omitted to do anything which has rendered or may render any policy of insurance (including the insurance policies noted above) taken out by it or by any other person in relation to any of the client's assets void or voidable and you must similarly rely upon your own enquiries in this respect.

Lockton does not accept any liability or responsibility to any Third Party in respect of the information provided nor do Lockton have any obligation to advise any changes to or cancellation of the insurances described.



This letter shall be governed by and shall be construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction.

We trust that this information is sufficient for your purposes however, should you require additional detail this can be provided upon agreement from our client.

SIGNED.....*Lucy Scott*..... DATED.....*12th May 2016*.....
Lucy Scott
Assistant Vice President
For and on behalf of Lockton Companies LLP

SIGNED.....*Max Perkins*..... DATED.....*12 May 2016*.....
Max Perkins
Senior Vice President
For and on behalf of Lockton Companies LLP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2016

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 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).

PRODUCER Phone: (610) 355-4255 Fax: (610) 352-5200

P K FINANCIAL GROUP, LLC
700 E. TOWNSHIP LINE ROAD, SUITE 200
HAVERTOWN PA 19083

CONTACT NAME: **Michael M. Jones**PHONE (A/C, No, Ext): **(610) 355-4255**FAX (A/C, No): **(610) 352-5200**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Travelers Casualty & Surety Company of America** **31194**

INSURER B :

INSURER C :

INSURER D:

INSURER E :

INSURER F :

INSURED
Aetna Inc.
151 Farmington Avenue
Hartford, CT 06156

COVERAGES

CERTIFICATE NUMBER: 2137

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED. EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$
A	Fidelity Bond			106402036	10/31/15	10/31/16	Limit: \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Fidelity Bond coverage including Employee Dishonesty coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2016

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 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).

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: Steve Ruisi - (212) 345 5022	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
C		INSURER(S) AFFORDING COVERAGE
01800 -AETNA-GAUWC-16-17	INSURER A : ACE American Insurance Company	NAIC # 22867
INSURED AETNA INC. 151 FARMINGTON AVENUE, RE2T HARTFORD, CT 06156	INSURER B : Indemnity Ins Co Of North America	43575
	INSURER C : N/A	N/A
	INSURER D : Agri General Insurance Company	42757
	INSURER E : ACE Fire Underwriters Insurance Company	20702
	INSURER F : Safety National Casualty Corp.	15105

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDOG27405629	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
B A D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC4860254A (AOS) WLRC48602551 (AZ,CA,MA) WLRC48602563 (TN) SCFC48602538 (WI)	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	XS Workers Compensation CT OH			SP 4052744	04/01/2015	04/01/2017	Limit Statutory SIR 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is recognized as additional insured (except on Workers' Compensation) per the written contract.

CERTIFICATE HOLDER City of Franklin 109 3rd Avenue South Franklin, TN 37064	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. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Steve Ruisi
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. [not already covered under endorsement(s) CG2002, CG2028, CG2011 and CG2015

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2016

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 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).

PRODUCER Willis of Connecticut, LLC c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Ironshore Specialty Insurance Company	
NAIC #	
25445	
INSURED Aetna Inc. and its Affiliated Companies Insurance and Risk Finance Dept 151 Farmington Avenue, RE2T Hartford, CT 06156	
INSURER B : INSURER C : INSURER D : 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Managed Care Prof			001934002	03/01/2016	03/01/2017	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Avenue South Franklin, TN 37064	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0113)

Attachment No. 5

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

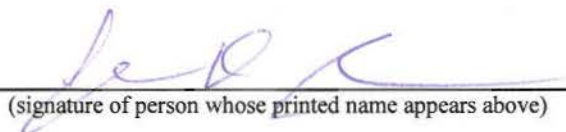
On behalf of Bidder/Proposer, James D. Juliano agrees that:
(printed name of person signing Agreement)

1. He or she is the Senior Director of Business Development of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from that portion of any and all losses, damages and expenses, including court costs and attorneys fees, by reason of ~~any~~ losses, whatsoever, arising out of or relating to ~~or in consequence of negligence or willful misconduct in consequence of~~ the work done in connection with the contract of which this Agreement is a part, caused by Bidder or Proposer, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Senior Director of Business Development
(title of person whose printed name appears above)