

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**REQUEST FOR PROPOSALS  
Group Term Life, Accidental Death and Dismemberment and  
Group Long Term Disability Benefits Rebid  
RFP #650-32-24-REBID**

**Due:  
December 4, 2024  
9:00 A.M.**

**To: Mr. Brandon Havranek  
Associate Director of Procurement  
Procurement Department  
412 Boulevard of the Allies  
6<sup>th</sup> Floor Procurement Department  
Pittsburgh, PA 15219**

## **SECTION I INTRODUCTION**

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 300 employees and services over 10,000 residents. The Authority, its partners and subsidiaries operate approximately 4000 units of rental housing; and, through its Housing Choice Voucher Program, funds housing assistance for the rental of more than 6000 other units of privately owned housing.

Major operational departments include Asset and Site Management, Facility Services, Occupancy, Housing Choice Voucher, and Modernization & Development. Major administrative departments include Legal, Finance, Information Technology, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. day to day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh seeks proposals from persons or organizations qualified to provide group term life, accidental death and dismemberment and group long term disability benefits.

The Authority is contemplating the award of a professional service contract, or contracts, for **an initial term of three (3) years with two (2), one (1) year extension options, for a total of five (5) years**, in the form of the Contract (**Attachment A**) through this solicitation process. If submitting alterations to the HACP contract for review and acceptance by HACP, please submit an electronic version in MS Word format with your proposal. If submitting your company contract for review and acceptance by HACP, please submit an electronic version in MS Word format with your proposal. If your contract is not included with your proposal, it is assumed that HACP’s contract will be used and is binding.

Any questions regarding this Request for Proposals should be in writing and directed to:

Mr. Brandon Havranek - Associate Director of Procurement  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6<sup>th</sup> Floor, Procurement Department  
Pittsburgh, PA 15219  
412-456-5000 Ext 2890

If submitting questions via email, please send to [brandon.havranek@hacp.org](mailto:brandon.havranek@hacp.org)

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org)

Following are the Key Dates associated with this Request for Proposals:

December 4, 2024  
9:00 a.m.

Deadline for Submission of Proposals

Mr. Brandon Havranek  
Associate Director of Procurement  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6<sup>th</sup> Floor, Procurement Department  
Pittsburgh, PA 15219

November 21, 2024  
9:00 a.m.

Pre-submission Meeting:

**will be held via Zoom Meeting:**

Join Zoom Meeting

<https://hacp-org.zoom.us/j/81255513747?pwd=A05UruWJlhj4Z5KDFbSpaTPfU3xYxZ.1>

Meeting ID: 812 5551 3747

Passcode: 910896

Dial by your location:

+1 301 715 8592 US (Washington D.C)

November 22, 2024  
9:00 a.m.

Deadline for the submission of written questions.

**\*\*Deadlines are subject to extension at HACP discretion and will be communicated as an addendum to this solicitation.**

HACP will also accept online submissions for this Request for Proposals in addition to accepting submissions at our 412 Boulevard of the Allies office. For respondents wishing to submit online, please go to the following web address to upload documents:

**<https://www.dropbox.com/request/gi3qbrKIKEGcn6UEQHcW>**

Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded bid shall be as follows:

**[Full Company Name]\_RFP #650-32-24-REBID\_\_Technical**  
**[Full Company Name]\_RFP #650-32-24-REBID\_\_Fee Proposal**

In the unlikely event your bid is too large to be uploaded as a single file, add: \_Part-1, \_Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, The Housing Authority of the City of Pittsburgh will **only be accepting physical proposals dropped off in person from 8:00 AM until the closing time of time of 9:00 A.M. on December 4, 2024**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6<sup>th</sup> Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 9:00 A.M. on December 4, 2024, regardless of the selected delivery mechanism.

## SECTION II

### SCOPE OF SERVICES

The Housing Authority employs approximately 327 full-time and part-time individuals as of August 2024. Of those, approximately 313 full-time employees are eligible to participate in Group Term Life, Accidental Death and Dismemberment (AD&D), and Group Long Term Disability (LTD) (part-time employees are not eligible to participate in benefits). Of the eligible employees, approximately 313 participate in the Group Term Life and 313 in the Accidental Death and Dismemberment and approximately 227 participate in Group Long Term Disability being solicited by this RFP. Please see details provided in our census (Attachment K). We will begin labor negotiations with all unions shortly. There are six (6) labor contracts covering all union employees at the Housing Authority. All six (6) labor contracts expire December 31, 2025.

The Housing Authority is soliciting proposals directly from providers (broker services are not engaged and broker fees/commission should **not** be included in rate proposals) for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) Benefits for its work force. Election/participation in any of these benefits is optional. Regular full time employees may elect participation in these benefits upon hire and temporary full time employees may elect participation after completing 90 consecutive days of employment. Full time employees are not required to participate in our benefit offerings for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) coverage. Part time employees are not eligible to participate in any of the benefits. The effective date for coverage is always the first (1<sup>st</sup>) of the month and termination of coverage is always effective the last day of the month.

Contracts for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) coverage will be awarded and administered through the Department of Human Resources.

The proposer who is awarded a contract under this RFP must be committed to providing cost-effective employee benefits and will be required to meet with, report to, and address the needs of administration of the HACP in providing Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) Benefit Insurance Programs. The Chief Human Resources Officer will have overall responsibility for contract administration.

Day-to-day enrollment, processing, bill reconciliation/payment and communication will be handled by the Benefits & HRIS Manager.

The Housing Authority is seeking to contract directly with insurance providers (without broker services/fees) to provide Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) benefits to its full time employees. Our current 3-year contract for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) benefits expires December 31, 2024. Our current provider is:

Insurance Type	Provider	Participation Structure
Group Term Life Accidental Death and Dismemberment (AD&D) Group Long Term Disability (LTD)	The Hartford	Employee

It is the goal of the Housing Authority to enter into a 3-year contract(s) for the period January 1, 2025 through December 31, 2028 with a ceiling placed on rate increases for years two (2) and three (3) of the contract.

Proposers may bid both as a **competing provider** within the Housing Authority (alongside other provider plans) and as an **exclusive provider** (the only provider for a particular type of insurance) in any or all types of insurance covered by this solicitation. Be certain to clearly state if your proposal/rates are to be considered as a “competing provider” or “exclusive provider” and feel free to submit rates for both types of offerings.

It is the intent of the Authority to continue providing the same type of benefits currently offered to the Authority’s employees. **NOTE: In your primary proposal (so marked), if you identify a benefit that you are unable to match exactly because of your current approved plans/benefits filed with the Commonwealth of Pennsylvania, you must clearly state so and identify the closest match to that benefit. Please “bold and underline” this information in your primary rate/fee proposal and schedule of benefits.**

Your **primary** rate/fee proposal and schedule of benefits (so marked) must take into account the Authority’s desire to provide the same type of benefits. We will or soon will be in labor negotiations and we are not authorized to adjust benefits at this stage. Proposers may, however, submit **secondary** (so marked) and **tertiary** (so marked) rate/fee proposals that improve the rate/fee structure and we will review them with our various unions during collective bargaining. **You must be very clear in your proposal submissions in identifying the adjustments you are proposing for your secondary and tertiary proposals that allow for improvements in rates/fees.**

The Authority reserves the right to allow its affiliates to use the services provided in this contract.

The Professional Services Contract that is anticipated for us to obtain these services is included herein as **Attachment A.**

### **SECTION III GENERAL REQUIREMENTS**

An Offeror may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by HACP.

If an Offeror has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. If the Offeror is not in good standing with HACP, and/or any Federal, State or Municipality this must be disclosed. If a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror must disclose this information to HACP. HACP will consider such facts and circumstances during its evaluation of the Offeror's proposal. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

The Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.

## SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment B** and *General Conditions – Non Construction* provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors **choosing to submit physical proposals** must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in a PDF format on a Flash Drive. In a separate sealed envelope submit one (1) original paper, one (1) paper copy and (1) electronic copy in a PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

### A. General Information

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources
4. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

### B. Previous Related Experience

1. The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.
4. All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

### C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contract:



1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project.

**D. Methodology**

Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this Request for Proposals. Availability: Describe the availability of the Staff proposed and the turnaround time for each request to be made by the Authority.

**E. Certifications and Representations of Offerors**

Each Offeror must complete the Certifications and Representations of Offerors provided in **Attachment D**.

**F. Minority and Women Business Participation Plan**

*HACP MBE and WBE Goals.* It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

**Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with HACP or lesser number if the contractor provides documentation that ten (10) certified MBE and ten (10) certified WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.**

If you have any questions regarding the HACP MBE/WBE goals please contact **Renelda Colvin, MBE/WBE Compliance Specialist**, by email at [renelda.colvin@hacp.org](mailto:renelda.colvin@hacp.org) or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 412 Boulevard of the Allies, 6<sup>th</sup> Floor, Pittsburgh PA 15219, telephone (412) 643-2768. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include with your proposal.

### G. Section 3 Participation

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the “Act”) requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development (“HUD”) to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low-income persons.

To comply with the Act, HACP requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran’s or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP’s Section 3 program in an amount consistent with the chart below.

Below are the HACP Section 3 Guidelines as listed in the HACP Program Manual:

#### **RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE**

<b>TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT LABOR AS A % OF TOTAL LABOR A. DOLLARS</b>
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR A. DOLLARS
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

*\*\*A copy of HACP's Section 3 Program Manual is available for download at [www.HACP.org](http://www.HACP.org)*

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Lloyd C. Wilson Jr., Resident Employment Manager/Section 3 Coordinator**, by email at [lloyd.wilson@hacp.org](mailto:lloyd.wilson@hacp.org) or by contacting him at Housing Authority of the City of Pittsburgh, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh, PA 15219, telephone (412) 643-2761. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, complete **Attachment F Section 3 Opportunities Plan** and include with your proposal.

**Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.**

#### **H. Firm Demographics**

Provide a demographic description of all employees of your firm using the table provided in Attachment G.

#### **I. TIN/W-9 Form**

Complete a W-9 Request for Taxpayer Identification Number and Certification, as provided in Attachment H.

#### **J. MBE/WBE Letter of Intent**

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in Attachment I.

#### **K. Fee Sheet**

All Offerors are required to submit their fees for providing the goods or services requested under this RFP in accordance with **Attachment K**, titled "FEE SHEET."

#### **L. Attachment L: Employee Census**

#### **M. Attachment M - Current Plan Designs**

#### **N. Attachment N - HACP Booklet**

#### **O. Attachment O - HACP Claims Report**

## SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

### **Experience of Offeror:**

**Maximum 25 points**

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

### **Capacity:**

**Maximum 25 points**

Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

### **Proposed Fee:**

**Maximum 10 points**

The proposed rates and level of service are reasonable and appropriate in relation to the services requested.

### **Methodology:**

**Maximum 15 points**

The Offeror's proposed methodology is reasonable and logical and will ensure that HACP requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

### **MBE/WBE Participation**

**Maximum 10 points**

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirement and goals related to Minority/Women Business Participants.

### **Section 3**

**Maximum 15 points**

Demonstrated commitment to assist the HACP in meeting its requirements and goals related to Section 3.

### **Deductions**

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

## SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 24 C.F.R. Section 85.36 (d)(3)/ 2 C.F.R. 200.319, **Group Term Life, Accidental Death and Dismemberment and Group Long Term Disability Benefits** are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

### A. Pre-Submission Conference

A pre-submission conference will be conducted on **November 21, 2024, at 9:00 a.m., will be held via Zoom Meeting:**

Join Zoom Meeting

<https://hacp-org.zoom.us/j/81255513747?pwd=A05UruWJlhj4Z5KDFbSpaTPfU3xYxZ.1>

Meeting ID: 812 5551 3747

Passcode: 910896

Dial by your location:

+1 301 715 8592 US (Washington D.C)

Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Although not mandatory, all prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

Each firm shall submit in writing to the Contract Manager to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Proposer will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

### B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

**C. Submission of Proposals and/or Amendments to Proposals; Deadlines**

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

**Mr. Brandon Havranek  
Associate Director of Procurement  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6th Floor, Procurement Department  
Pittsburgh, PA 15219**

HACP will also accept online submissions for this Request for Proposals in addition to accepting submissions at our 412 Boulevard of the Allies office. For respondents wishing to submit online, please go to the following web address to upload documents:

**<https://www.dropbox.com/request/gi3qbrKIKEGcn6UEQHcW>**

Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded bid shall be as follows:

**[Full Company Name]\_RFP #650-32-24-REBID\_\_Technical  
[Full Company Name]\_RFP #650-32-24-REBID\_\_Fee Proposal**

In the unlikely event your bid is too large to be uploaded as a single file, add: \_Part-1, \_Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, The Housing Authority of the City of Pittsburgh will **only be accepting physical proposals dropped off in person from 8:00 AM until the closing time of time of 9:00 A.M. on December 4, 2024**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6<sup>th</sup> Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 9:00 A.M. on December 4, 2024, regardless of the selected delivery mechanism.

Each Response will be date-time stamped immediately upon its receipt at HACP to document its timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

**D. Evaluation and Award Process**

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

HACP reserves the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of HACP.

HACP shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts which have a potential amount of \$50,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

# **ATTACHMENT A**

## **CONTRACT**

(Contract and Contract Exhibits must be filled out and contract returned with proposal)



**PROFESSIONAL SERVICE CONTRACT  
FOR  
Group Term Life, Accidental Death and Dismemberment and Group Long Term Disability  
Benefits**

This Agreement is made as of \_\_\_\_\_ between HOUSING AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 412 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 ("**Authority**"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ ("**Contractor**").

**PREAMBLE**

Authority desires the Contractor to provide group term life, accidental death and dismemberment and group long term disability benefits.

Contractor desires to provide to the Authority group term life, accidental death and dismemberment and group long term disability benefits.

**AGREEMENT**

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Engagement.** Authority hereby engages Contractor to render the following services set forth on Exhibit A (the "**Services**").

Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by Authority and Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by Authority.

Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the rates or the time required for performance of the Services, Authority shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

**2. Contractor Conflicts.** Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to

address such situations. No member, official, or employee of Authority, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(b) hereof.

**3. Compensation.** In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services in accord with the Fee Schedule set forth on **Exhibit B**; however, the compensation of costs for services not to exceed fee of \$\_\_\_\_\_. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of Authority.

Contractor shall submit monthly invoices to Authority, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to Authority.

Contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All original invoices must be mailed directly to the following address:

Housing Authority of the City of Pittsburgh  
Attn: Procurement Department - Invoicing & Receiving  
412 Boulevard of the Allies, 6<sup>th</sup> Floor  
Pittsburgh, PA 15219

Invoices may also be electronically mailed to our Invoicing Department:

[invoices@hacp.org](mailto:invoices@hacp.org)

Authority shall use its reasonable business efforts to process and pay each such invoice within 30 days of its receipt.

**4. Term.** The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for **an initial term of three (3) years with two (2), one (1) year extension options, for a total of five (5) years**, at the discretion of the Authority, unless sooner terminated as provided herein.

**5. Contractor's Obligations.** Contractor shall comply with the following:

(a) If requested, Contractor will submit monthly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated or registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Contractor shall provide a copy of its annual Audit or Review, whichever is required to the Pennsylvania Bureau of Charitable Organizations.

(d) If Contractor is a Subrecipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

**6. Insurance.** Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the Authority. The Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non-contributory basis. The Contractor will deliver to Authority certificates evidencing such policies prior to the commencement of the Services and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against Authority.

**7. Termination.**

(i) The Authority may terminate this Agreement for convenience upon 30 days' prior written notice to the Contractor.

(ii) This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:

- (a) A material breach of this Agreement by Contractor;
- (b) Contractor or Contractor's employees engaging in conduct materially injurious to the Authority or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;
- (c) Contractor's refusal to substantially perform the Services;
- (d) Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- (e) Contractor files a petition in bankruptcy or such petition is filed against Contractor.

Authority shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by Authority. Authority may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

**8. Minority/Women Participation.** Contractor shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Contractor shall take all necessary steps in accordance with 2 CFR 200.321/24 CFR 85.36(e), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Contractor to carry out the requirements set forth in 2 CFR 200.321/24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, or some other governmental entity whose certification is acceptable to Authority. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Contractor, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for

each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP would sustain in the event of such a breach

- iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

**9. Acceptance of the Services.** Authority has the right to review and/or require correction of any services provided by Contractor. The Contractor shall make any required corrections to any service within 10 days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections within a reasonable time after notice to do so from the Authority, or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

**10. Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees, and directors obtained while working with Authority except for information clearly established to be in the public record.

**11. Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.

**12. Indemnification.** Contractor agrees to indemnify and hold Authority harmless from any and all claims, damages, liabilities, costs and expenses (collectively "Claims") arising out of or in connection with Contractor's or its employees' performance of the Services on behalf of Authority.

**13. Independent Contractor.** Contractor shall perform the Services hereunder as an independent contractor and not as an agent or employee of the Authority. Contractor shall be responsible for paying any and all required Federal, state or local taxes arising from the performance of the Services. Contractor agrees to remove any employee from the performance of the Services at the request of Authority.

**14. Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.

**15. Inspections; Work Product.** Pursuant to 2 CFR 200.33(c)/ 24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and

Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

**16. Return of Authority Property.** Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.

**17. Third Party Solicitation.** Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**18. Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release ("**Release**"), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

**19. Disputes.** All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (c) The Contracting Officer's decision shall be final unless the Contractor
  - 1) Appeals in writing to a higher level in the Authority in accordance with the Authority's policy and procedures;

- 2) Refers the appeal to an independent mediator or arbitrator; or
  - 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

**20. Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to the Authority:    Housing Authority of the City of Pittsburgh  
                                  Marian Y. Woods  
                                  Chief Human Resources Officer  
                                  412 Boulevard of the Allies  
                                  Pittsburgh, PA 15219  
                                  412-456-4085  
                                  Marian.Woods@hacp.org

And a copy of the notice or other communication should be sent to:

Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies, 6<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Attn: Mr. Brandon Havranek, Associate Director of Procurement

If to Contractor:    Name: \_\_\_\_\_  
                                  Address: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  Attn: \_\_\_\_\_  
                                  Phone/Fax: \_\_\_\_\_  
                                  Email: \_\_\_\_\_

**21. Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- |     |                                 |             |
|-----|---------------------------------|-------------|
| (a) | Non-Debarment Certificate       | (Exhibit C) |
| (b) | Certification re: Lobbying      | (Exhibit D) |
| (c) | Disclosure of lobbying activity | (Exhibit E) |

(d) Conflict of Interest

(Exhibit F)

**22. Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

**23. Liquidated Damages.** Contractor shall pay \$ 0.00 per day for each day of delay.

**24. Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**SIGNATURE PAGE TO  
PROFESSIONAL SERVICE CONTRACT  
FOR  
Group Term Life, Accidental Death and Dismemberment and Group Long Term Disability  
Benefits Rebid**

HOUSING AUTHORITY OF THE CITY  
OF PITTSBURGH

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Vendor Name

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Housing Authority employs approximately 327 full-time and part-time individuals as of August 2024. Of those, approximately 313 full-time employees are eligible to participate in Group Term Life, Accidental Death and Dismemberment (AD&D), and Group Long Term Disability (LTD) (part-time employees are not eligible to participate in benefits). Of the eligible employees, approximately 313 participate in the Group Term Life and 313 in the Accidental Death and Dismemberment and approximately 227 participate in Group Long Term Disability being solicited by this RFP. Please see details provided in our census (Attachment K). We will begin labor negotiations with all unions shortly. There are six (6) labor contracts covering all union employees at the Housing Authority. All six (6) labor contracts expire December 31, 2025.

The Housing Authority is soliciting proposals directly from providers (broker services are not engaged and broker fees/commission should **not** be included in rate proposals) for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) Benefits for its work force. Election/participation in any of these benefits is optional. Regular full time employees may elect participation in these benefits upon hire and temporary full time employees may elect participation after completing 90 consecutive days of employment. Full time employees are not required to participate in our benefit offerings for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) coverage. Part time employees are not eligible to participate in any of the benefits. The effective date for coverage is always the first (1<sup>st</sup>) of the month and termination of coverage is always effective the last day of the month.

Contracts for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) coverage will be awarded and administered through the Department of Human Resources.

The proposer who is awarded a contract under this RFP must be committed to providing cost-effective employee benefits and will be required to meet with, report to, and address the needs of administration of the HACP in providing Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) Benefit Insurance Programs. The Chief Human Resources Officer will have overall responsibility for contract administration. Day-to-day enrollment, processing, bill reconciliation/payment and communication will be handled by the Benefits & HRIS Manager.

The Housing Authority is seeking to contract directly with insurance providers (without broker services/fees) to provide Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) benefits to its full

time employees. Our current 3-year contract for Group Term Life, Accidental Death and Dismemberment (AD&D) and Group Long Term Disability (LTD) benefits expires December 31, 2024. Our current provider is:

Insurance Type	Provider	Participation Structure
Group Term Life Accidental Death and Dismemberment (AD&D) Group Long Term Disability (LTD)	The Hartford	Employee

It is the goal of the Housing Authority to enter into a 3-year contract(s) for the period January 1, 2025 through December 31, 2028 with a ceiling placed on rate increases for years two (2) and three (3) of the contract.

Proposers may bid both as a **competing provider** within the Housing Authority (alongside other provider plans) and as an **exclusive provider** (the only provider for a particular type of insurance) in any or all types of insurance covered by this solicitation. Be certain to clearly state if your proposal/rates are to be considered as a “competing provider” or “exclusive provider” and feel free to submit rates for both types of offerings.

It is the intent of the Authority to continue providing the same type of benefits currently offered to the Authority’s employees. **NOTE: In your primary proposal (so marked), if you identify a benefit that you are unable to match exactly because of your current approved plans/benefits filed with the Commonwealth of Pennsylvania, you must clearly state so and identify the closest match to that benefit. Please “bold and underline” this information in your primary rate/fee proposal and schedule of benefits.**

Your **primary** rate/fee proposal and schedule of benefits (so marked) must take into account the Authority’s desire to provide the same type of benefits. We will or soon will be in labor negotiations and we are not authorized to adjust benefits at this stage. Proposers may, however, submit **secondary** (so marked) and **tertiary** (so marked) rate/fee proposals that improve the rate/fee structure and we will review them with our various unions during collective bargaining. **You must be very clear in your proposal submissions in identifying the adjustments you are proposing for your secondary and tertiary proposals that allow for improvements in rates/fees.** The Authority reserves the right to allow its affiliates to use the services provided in this contract.

**EXHIBIT B**

**FEE SCHEDULE**

Contractor will be paid based on the following:

***Attachment K, Fee Sheet of RFP #650-32-24-REBID to be incorporated here.***

**EXHIBIT C - CERTIFICATION OF PROPOSER**

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) \_\_\_\_\_ CERTIFIES  
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF  
THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND  
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ.  
ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT D - CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_,  
Hereby Certify on (Name and Title of Authorized Official)

Behalf of \_\_\_\_\_ that  
(Subcontractor)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action:  <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type:  <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime.  Congressional District, if known:
6. Federal Department/Agency:		6. Federal Program Name/Description:  CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____

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 Standard Form LLL (1/96)

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Standard Form LLL (1/96)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.



**EXHIBIT F - CONFLICTS OF INTEREST**

\_\_\_\_\_("Contractor") certifies  
that:

1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh ("HACP") participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACP employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACP.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure nor for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT B

Instructions to Offerors  
Non-ConstructionU.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

- 03291 -

**1. Preparation of Offers**

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

**2. Submission of Offers**

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

**3. Amendments to Solicitations**

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

**4. Explanation to Prospective Offerors**

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

**5. Responsibility of Prospective Contractor**

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

**6. Late Submissions, Modifications, and Withdrawal of Offers**

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**ATTACHMENT C**

**GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS**

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:



(1) Agency and legislative liaison by  
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i.Recruitment, advertising, and job application procedures;
- ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii.Rates of pay or any other form of compensation and changes in compensation;
- iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v.Leaves of absence, sick leave, or any other leave;
- vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.



The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### 20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### 22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

## ATTACHMENT C.1 – SUPPLEMENTAL GENERAL CONDITIONS

### SUPPLEMENTAL GENERAL CONDITIONS

*To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.*

***If HUD 5370 applies:***

*Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

***If HUD 5370-EZ applies:***

*Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*3(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

***If HUD 5370-C applies:***

*Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

### HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Chief Contracting Officer

=====

Vendor Name(Insert vendor company name above)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## Certifications and Representations of Offerors

### Non-Construction Contract

## ATTACHMENT D

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

Offeror: \_\_\_\_\_

RFP#: \_\_\_\_\_

Due Date: \_\_\_\_\_

**ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY****I. SMALL BUSINESS PARTICIPATION**

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes \_\_\_\_\_ No \_\_\_\_\_

**III. WOMEN-OWNED BUSINESS PARTICIPATION**

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes \_\_\_\_\_ No \_\_\_\_\_

**II. MINORITY BUSINESS PARTICIPATION**

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", are any Consultants classified as Women-Owned Business Enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", are any Consultants classified as Minority Business enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please fill in the following chart:

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

**\*\*All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

**ATTACHMENT F - Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75.15 and 75.25 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75.5 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR § 75.9 or § 75.19, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR § 200.334 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR § 200.334 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 135/24 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements. The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.





## SECTION 3 OPPORTUNITIES PLAN

**Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low-Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low-Income Status (ARLIS)**

PRIME CONTRACTOR'S NAME: \_\_\_\_\_

SPECIFICATION OR RFP/IFB/RFQ NUMBER: \_\_\_\_\_

SPECIFICATION OR RFP/IFB/RFQ TITLE: \_\_\_\_\_

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR Part 75 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of [www.hacp.org](http://www.hacp.org). Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

### [ ] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # \_\_\_\_\_.

The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment/Section 3 Program for resident referrals at 412-643-2761, Ext 2761.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)



## SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:					SPEC or RFP NUMBER:		
JOB TITLE (1)	NUMBER OF POSITIONS				HIRING REQUIREMENT		
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
TOTAL (3)		LIPH (4)	ARLIS (5)				

**LIPH – HACP low income public housing resident**

**ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)**

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

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## SECTION 3 OPPORTUNITIES PLAN

### [ ] Tier II – CONTRACTING

The contractor has identified \_\_\_\_\_ HACP resident-owned business(es) or \_\_\_\_\_ Section 3 business(es) which is/are 51 percent or more owned by low-or very low-income persons or Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # \_\_\_\_\_.

**In a one (1) page letter on your firm's letterhead:**

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

### [ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hour's costs. (Contribution checks should be made payable to: **Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 412 Boulevard of the Allies, 7<sup>th</sup> Floor, Pittsburgh, PA 15219.**)

### [ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.



## SECTION 3 OPPORTUNITIES PLAN

**By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.**

**Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.**

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT G - Firm Demographics																	
		Male								Female							Total # of American Minorities
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	
<b>Partner</b>																	
<b>Associate</b>																	
<b>Professional</b>																	
<b>Secretarial</b>																	
<b>Clerical</b>																	
<b>Other</b>																	
<b>Total</b>																	

Explain all other American Minority: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Be certain that the numbers in this table are accurate and add up correctly.

## ATTACHMENT H

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.																																																			
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.           </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate   <input type="checkbox"/> Other (see instructions) ▶ _____           </div> </div>																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.																																																			
	Requester's name and address (optional)																																																			
	6 City, state, and ZIP code																																																			
	7 List account number(s) here (optional)																																																			
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																				OR										Employer identification number																			
Social security number																																																				
OR																																																				
Employer identification number																																																				
<b>Part II Certification</b> Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____																																																		
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																				
<ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

**Attachment I**  
**Sample M/WBE Commitment Letter**

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: \_\_\_\_\_

Estimated Dollar Value: \_\_\_\_\_

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

**ATTACHMENT J**  
**Previous Related Experience - References**

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. The bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at any time prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

<i>Reference 1</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			



<i>Reference 2</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 3</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

Previous Related Experience – Last three (3) jobs

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

<i>Reference 5</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 6</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

## Previous Related Experience – HACP Project

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 7</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			
<i>8</i>			
<i>9</i>			
<i>10</i>			

ATTACHMENT K

Group Term Life, Accidental Death and Dismemberment and Group Long Term Disability Benefits Rebid  
RFP #650-32-24-REBID  
FEE SHEET

PRICE IS TO BE LISTED PER THE FOLLOWING:

	Rate per 1000 dollars of Monthly Coverage	Year 2 rate per 1000 Dollars of Coverage	Year 3 rate per 1000 Dollars of Coverage
Group Term Life			
Accidental Death and Dismemberment			

	Rate per 100 dollars of Monthly Coverage	Year 2 rate per 100 Dollars of Coverage	Year 3 rate per 100 Dollars of Coverage
Long Term Disability			

Total Bid amount: \_\_\_\_\_  
(Add Total for Initial Term, Extension Option 1, Extension Option 2)

Total Bid amount: \_\_\_\_\_  
(In Words)

Company Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

## Attachment L Employee Census

EE Number	Date of Birth	Age	Gender	Employment Status	Annual Salary	Job Title	Benefit Description		
0005	12/5/1953	70.7	F	Full Time	105,152.900	Senior Payroll Compensation Systems Manager 150-05	Basic Life	ADD	Waived LTD
0023	11/10/1965	58.8	F	Full Time	72,372.740	Internal Compliance Specialist 400-23	Basic Life	ADD	LTD
0106	12/1/1959	64.7	F	Full Time	162,294.560	Chief Operating Officer - Operations Management - Security 250-10	Basic Life	ADD	LTD
0114	3/18/1956	68.4	F	Full Time	67,312.030	Resident Relations Specialist - Resident Relations 550-04	Basic Life	ADD	LTD
0137	1/15/1963	61.6	M	Full Time	116,621.510	Associate Director of IT - Information Technology 200-04	Basic Life	ADD	LTD
0147	11/3/1958	65.8	F	Full Time	81,958.320	Assoc Director of Maintenance - Facility Services Administration 301-02	Basic Life	ADD	LTD
0149	4/28/1971	53.3	F	Full Time	117,000.000	Senior Director of Facility Service 301-08	Basic Life	ADD	LTD
0151	1/17/1971	53.6	F	Full Time	69,679.500	Senior Project Manager - Facility Services Administration 301-05	Basic Life	ADD	LTD
0160	1/13/1973	51.6	M	Full Time	163,798.300	Chief Financial Officer - Financial Services 150-07	Basic Life	ADD	LTD
0189	6/9/1961	63.2	F	Full Time	67,600.000	Choice Neighborhood Initiatives Manager 800-09	Basic Life	ADD	LTD
0251	6/21/1966	58.2	F	Full Time	48,362.704	Office Assistant - Bedford Dwellings 902-03	Basic Life	ADD	LTD
0327	9/12/1980	43.9	F	Full Time	105,567.190	Director of Compliance - Mod and Dev 600-03	Basic Life	ADD	LTD
0366	7/17/1971	53.1	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-75	Basic Life	ADD	LTD
0385	7/18/1965	59.1	M	Full Time	58,349.500	Family Self Sufficiency Service Coordinator 550-06	Basic Life	ADD	LTD
0410	12/12/1960	63.7	M	Full Time	59,895.472	Plasterers - Facility Services HVAC 302-28	Basic Life	ADD	LTD
0411	12/12/1962	61.7	M	Full Time	59,895.472	Plasterers - Facility Services HVAC 302-06	Basic Life	ADD	LTD
0478	11/1/1976	47.8	M	Full Time	104,578.100	Director of Communications 800-02	Basic Life	ADD	LTD
0489	9/24/1987	36.9	M	Full Time	48,990.864	Distribution Clerk - Operations Management - Security 250-05	Basic Life	ADD	LTD
0535	3/25/1965	59.4	M	Full Time	53,611.376	Laborer - Bedford Dwellings 902-04	Basic Life	ADD	LTD
0585	5/31/1965	59.2	M	Full Time	70,000.000	Digital Literacy Initiatives Manager 550-23	Basic Life	ADD	LTD
0695	10/9/1969	54.9	M	Full Time	59,895.472	Electronics Technician - Facility Services HVAC 302-08	Basic Life	ADD	LTD
0700	7/18/1966	58.1	M	Full Time	53,611.376	Laborer - Allegheny Dwellings 905-04	Basic Life	ADD	LTD
0710	10/31/1974	49.8	F	Full Time	67,600.000	Senior Project Manager - Facility Services Administration 301-01	Basic Life	ADD	LTD
0752	8/9/1973	51	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-10	Basic Life	ADD	LTD
0756	12/31/1976	47.6	M	Full Time	69,985.260	Budget Manager - Financial Services 150-14	Basic Life	ADD	Waived LTD
0804	9/29/1953	70.9	M	Full Time	236,826.940	Executive Director - Executive Office 125-01	Basic Life	ADD	LTD
0812	3/8/1983	41.5	M	Full Time	123,302.400	Controller - Financial Services 150-08	Basic Life	ADD	LTD
0861	11/28/1970	53.7	M	Full Time	123,811.840	Director of Planning and Development 600-05	Basic Life	ADD	LTD

0920	12/19/1978	45.7	M	Full Time	53,323.820	Resident Relations Specialist - Resident Relations 550-08	Basic Life	ADD	LTD
0954	5/18/1958	66.3	M	Full Time	46,965.930	Computer Program Assistant - Resident Relations 550-12	Basic Life	ADD	LTD
0966	7/13/1959	65.1	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-50	Basic Life	ADD	LTD
0967	4/25/1960	64.3	M	Full Time	59,895.472	Painter/Glazier - Facility Services HVAC 302-49	Basic Life	ADD	LTD
0972	4/19/1964	60.3	M	Full Time	53,611.376	Laborer - Allegheny Dwellings 905-05	Basic Life	ADD	LTD
0980	9/12/1958	65.9	M	Full Time	53,611.376	Laborer - Arlington Heights 904-03	Basic Life	ADD	LTD
0983	6/20/1984	40.2	M	Full Time	113,300.000	Senior Director of Asset Management 250-08	Basic Life	ADD	LTD
0984	12/9/1973	50.7	F	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-03	Basic Life	ADD	LTD
0992	5/14/1957	67.3	F	Full Time	66,950.000	Site Manager - Allentown (Caliguri) Hi-Rise 931-03	Basic Life	ADD	LTD
0996	10/22/1952	71.8	F	Full Time	52,592.190	Family Self Sufficiency Service Coordinator 550-19	Basic Life	ADD	LTD
1002	8/6/1974	50	F	Full Time	56,327.440	Housing Inspector - Section 8 (HCVP) 400-01	Basic Life	ADD	LTD
1004	4/30/1947	77.3	F	Full Time	55,589.872	Communications Assistant - Communications 800-03	Basic Life	ADD	LTD
1006	11/24/1982	41.7	F	Full Time	71,950.000	Site Manager - Northview/Allegheny 905-02	Basic Life	ADD	Waived LTD
1009	2/7/1974	50.5	M	Full Time	100,414.360	Fair Housing Director 750-01	Basic Life	ADD	LTD
1014	5/31/1973	51.2	F	Full Time	75,000.000	Limited In-House Corporate Counsel 700-07	Basic Life	ADD	Waived LTD
1016	12/26/1971	52.7	F	Full Time	44,939.856	Front Desk Assistant - Occupancy 450-05	Basic Life	ADD	LTD
1034	11/12/1986	37.8	M	Full Time	53,611.376	Laborer - Northview Heights 909-04	Basic Life	ADD	LTD
1044	5/27/1984	40.2	M	Full Time	64,160.304	Heavy Equipment Operator - Facility Services HVAC 302-15	Basic Life	ADD	LTD
1047	2/6/1986	38.5	F	Full Time	74,985.750	Senior Project Manager 250-09	Basic Life	ADD	LTD
1048	4/11/1968	56.4	F	Full Time	62,624.270	Executive Office Manager - Executive Office 125-03	Basic Life	ADD	LTD
1050	7/5/1985	39.1	M	Full Time	66,511.170	Resident Employment Program/Section 3 Coordinator - Resident Relations 550-22	Basic Life	ADD	LTD
1052	1/11/1962	62.6	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-16	Basic Life	ADD	LTD
1058	1/20/1957	67.6	M	Full Time	53,611.168	Janitor - Beechview (Gualtieri) Manor 947-02	Basic Life	ADD	LTD
1071	5/30/1966	58.2	M	Full Time	59,895.472	Plasterers - Facility Services HVAC 302-46	Basic Life	ADD	LTD
1077	4/4/1956	68.4	M	Full Time	59,895.472	Electrician - Facility Services HVAC 302-45	Basic Life	ADD	LTD
1082	3/23/1963	61.4	F	Full Time	40,535.664	Customer Service Associate - Section 8 (HCVP) 400-04	Basic Life	ADD	LTD
1085	5/10/1954	70.3	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-66	Basic Life	ADD	Waived LTD
1098	6/22/1954	70.2	F	Full Time	54,512.640	Payroll Administrator 150-01	Basic Life	ADD	LTD
1102	11/13/1962	61.8	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-25	Basic Life	ADD	LTD
1103	7/15/1985	39.1	M	Full Time	53,611.376	Laborer - Northview Heights 909-08	Basic Life	ADD	LTD
1109	10/20/1973	50.8	F	Full Time	78,100.000	Real Estate Asset Mgmt - Operations Management - Security 250-06	Basic Life	ADD	LTD
1110	1/22/1967	57.6	M	Full Time	93,600.000	Accounting Manager - Financial Services 150-10	Basic Life	ADD	LTD

1114	5/18/1990	34.3	F	Full Time	66,112.500	Site Manager - Arlington Heights 904-01	Basic Life	ADD	LTD
1119	12/12/1957	66.7	M	Full Time	171,164.940	General Counsel - Legal 700-04	Basic Life	ADD	LTD
1123	9/27/1983	40.9	M	Full Time	59,740.000	Buyer - Contracting & Procurement 850-02	Basic Life	ADD	Waived LTD
1136	6/3/1974	50.2	F	Full Time	52,740.000	Resident Relations Specialist - Resident Relations 550-09	Basic Life	ADD	LTD
1142	1/18/1978	46.6	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-67	Basic Life	ADD	LTD
1157	9/11/1964	60	F	Full Time	111,436.010	Senior Development Manager 600-10	Basic Life	ADD	LTD
1165	10/17/1979	44.9	F	Full Time	61,800.000	Assistant Site Manager - Arlington Heights 904-04	Basic Life	ADD	LTD
1188	6/8/1975	49.2	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-88	Basic Life	ADD	LTD
1197	2/11/1972	52.5	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-39	Basic Life	ADD	LTD
1223	8/31/1992	32	M	Full Time	49,920.000	Production Assistant - 550-16	Basic Life	ADD	Waived LTD
1261	12/16/1985	38.7	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-30	Basic Life	ADD	Waived LTD
1262	2/1/1962	62.6	M	Full Time	56,327.440	Housing Inspector - Section 8 (HCVP) 400-03	Basic Life	ADD	LTD
1270	7/17/1974	50.1	M	Full Time	107,457.070	Senior Development Manager - Development & Modernization 600-09	Basic Life	ADD	LTD
1283	3/25/1971	53.4	F	Full Time	85,529.650	Program and Data Analyst - Operations Regional Administration 250-07	Basic Life	ADD	LTD
1287	6/12/1980	44.2	F	Full Time	53,611.376	Laborer - Facility Services HVAC 302-87	Basic Life	ADD	LTD
1293	3/13/1956	68.4	F	Full Time	62,618.270	Buyer - Contracting & Procurement 850-07	Basic Life	ADD	LTD
1315	6/22/1979	45.2	M	Full Time	76,745.370	Analyst Developer- Information Technology 200-02	Basic Life	ADD	LTD
1340	12/1/1958	65.7	M	Full Time	53,611.168	Janitor - Morse Gardens 945-01	Basic Life	ADD	LTD
1347	7/11/1990	34.1	M	Full Time	59,895.472	Equipment Repair Person - Facility Services HVAC 302-57	Basic Life	ADD	LTD
1348	12/27/1982	41.7	M	Full Time	100,000.000	Associate Director of Procurement 850-09	Basic Life	ADD	LTD
1360	4/1/1985	39.4	F	Full Time	48,694.672	Senior Accounting Technician - Financial Services 150-06	Basic Life	ADD	LTD
1362	10/30/1965	58.8	M	Full Time	62,295.440	Warehouse Supervisor 850-01	Basic Life	ADD	Waived LTD
1367	9/6/1964	60	M	Full Time	59,895.472	Plumber- Facility Services HVAC 302-23	Basic Life	ADD	LTD
1370	8/1/1972	52.1	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-43	Basic Life	ADD	LTD
1371	6/28/1987	37.2	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-21	Basic Life	ADD	LTD
1374	4/17/1971	53.4	M	Full Time	67,186.740	Modernization Project Manager 600-22	Basic Life	ADD	LTD
1377	6/10/1955	69.2	M	Full Time	87,419.293	Construction Manager - Modernization and Development 600-23	Basic Life	ADD	LTD
1378	2/5/1964	60.5	M	Full Time	77,066.750	Construction Manager - Modernization and Development 600-24	Basic Life	ADD	LTD
1382	7/8/1986	38.1	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-78	Basic Life	ADD	LTD
1386	3/18/1973	51.4	F	Full Time	51,750.000	Human Resources Generalist 650-05	Basic Life	ADD	LTD
1398	1/26/1990	34.6	F	Full Time	55,354.000	General Accountant - Finance 150-12	Basic Life	ADD	LTD



1422	3/28/1968	56.4	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-13	Basic Life	ADD	LTD
1445	3/7/1977	47.5	M	Full Time	59,740.000	Quality Control Specialist 125-06	Basic Life	ADD	LTD
1454	12/26/1984	39.7	M	Full Time	41,596.880	Inventory Fixed Asset Auditor - Contracting & Procurement 850-06	Basic Life	ADD	Waived LTD
1456	4/7/1977	47.4	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-47	Basic Life	ADD	LTD
1458	10/10/1986	37.9	F	Full Time	59,488.000	Accountant - Financial Services 150-09	Basic Life	ADD	LTD
1478	2/16/1992	32.5	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-01	Basic Life	ADD	LTD
1479	11/26/1972	51.7	M	Full Time	53,611.168	Janitor - Pennsylvania Bidwell Hi-Rise 915-06	Basic Life	ADD	LTD
1482	5/26/1990	34.2	M	Full Time	53,611.168	Janitor - Allentown (Caliguri) Hi-Rise 941-01	Basic Life	ADD	LTD
1487	11/12/1963	60.8	M	Full Time	53,611.168	Janitor - Murray Towers 931-01	Basic Life	ADD	LTD
1489	7/24/1995	29.1	F	Full Time	51,500.000	Bilingual Administrative Liaison - Asset Management 909-11	Basic Life	ADD	LTD
1494	9/14/1994	29.9	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-54	Basic Life	ADD	Waived LTD
1500	3/6/1989	35.5	F	Full Time	62,105.730	Quality Control Specialist 400-05	Basic Life	ADD	Waived LTD
1513	10/21/1992	31.8	F	Full Time	70,699.200	Senior Project Manager - 400-34	Basic Life	ADD	LTD
1514	9/15/1989	34.9	F	Full Time	66,950.000	Site Manager - Scattered Sites - South 922-03	Basic Life	ADD	LTD
1521	1/26/1987	37.6	F	Full Time	48,300.000	Development and Modernization Compliance Coordinator 600-07	Basic Life	ADD	LTD
1525	12/11/1991	32.7	F	Full Time	53,611.168	Janitor - Carrick (Pietragallo) Regency 946-01	Basic Life	ADD	LTD
1535	11/2/1970	53.8	F	Full Time	64,575.000	Assistant Site Manager - Northview Heights 909-06	Basic Life	ADD	LTD
1536	2/2/1985	39.6	F	Full Time	44,569.408	Administrative Assistant - Ops - Regional Adm 250-13	Basic Life	ADD	LTD
1541	7/27/1991	33.1	M	Full Time	65,000.000	Pest Control Manager - Facility Services HVAC 301-03	Basic Life	ADD	LTD
1545	1/22/1987	37.6	M	Full Time	59,895.472	Plumber- Facility Services HVAC 302-44	Basic Life	ADD	LTD
1551	10/3/1961	62.9	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-76	Basic Life	ADD	LTD
1554	7/31/1967	57.1	M	Full Time	140,379.780	Senior Director of Information Technology 200-05	Basic Life	ADD	LTD
1555	8/7/1977	47	F	Full Time	70,000.000	Senior Project Manager 600-02	Basic Life	ADD	Waived LTD
1561	4/6/1969	55.4	M	Full Time	53,611.376	Laborer - Homewood North 920-04	Basic Life	ADD	LTD
1577	5/10/1996	28.3	M	Full Time	41,723.344	Computer Program Assistant - Resident Relations 550-26	Basic Life	ADD	LTD
1578	11/9/1993	30.8	F	Full Time	54,000.000	Service Request Supervisor - Facility Services Administration 301-04	Basic Life	ADD	LTD
1584	10/17/1985	38.9	M	Full Time	88,749.780	Associate Director Employee & Labor Relations 650-04	Basic Life	ADD	LTD
1591	11/20/1962	61.8	F	Full Time	64,890.000	HCV Administrative Manager 400-24	Basic Life	ADD	Waived LTD
1594	3/1/1988	36.5	M	Full Time	62,100.000	Assistant Site Manager - Homewood North 920-03	Basic Life	ADD	LTD
1596	12/18/1975	48.7	M	Full Time	56,327.440	Housing Inspector - Section 8 (HCVP) 400-10	Basic Life	ADD	LTD
1603	2/12/1982	42.5	F	Full Time	68,290.630	Contract Manager - Contracting & Procurement 850-08	Basic Life	ADD	LTD

1605	7/17/1987	37.1	M	Full Time	62,561.860	Modernization Project Manager 600-25	Basic Life	ADD	LTD
1610	2/6/1964	60.5	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-37	Basic Life	ADD	LTD
1615	11/27/1989	34.7	M	Full Time	66,685.000	FSS and Ross Manager - Resident Self Sufficiency 550-13	Basic Life	ADD	Waived LTD
1618	8/24/1983	41	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-38	Basic Life	ADD	LTD
1620	5/18/1982	42.3	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-27	Basic Life	ADD	Waived LTD
1622	2/4/1996	28.6	F	Full Time	66,521.520	Development Manager - Modernization & Development 600-16	Basic Life	ADD	LTD
1632	8/9/1986	38	F	Full Time	58,066.250	Portability Representative - Section 8 (HCVP) 400-28	Basic Life	ADD	LTD
1634	12/12/1978	45.7	M	Full Time	53,611.168	Janitor - Pressley High Rise 917-02	Basic Life	ADD	LTD
1642	4/4/1976	48.4	M	Full Time	53,611.376	Laborer - Northview Heights 909-12	Basic Life	ADD	LTD
1648	10/25/1984	39.8	M	Full Time	59,895.472	Painter/Glazier - Facility Services HVAC 302-18	Basic Life	ADD	LTD
1653	12/16/1972	51.7	F	Full Time	53,611.168	Janitor - Pennsylvania Bidwell Hi-Rise 915-07	Basic Life	ADD	LTD
1657	10/6/1966	57.9	F	Full Time	97,707.500	Assistant Controller 150-02 - Financial Services	Basic Life	ADD	LTD
1663	8/13/1987	37	M	Full Time	71,207.140	Talent Development and HRIS Manager 650-08	Basic Life	ADD	LTD
1664	10/2/1987	36.9	F	Full Time	53,040.000	Finance and Accounting Liaison - Financial Services 150-15	Basic Life	ADD	Waived LTD
1672	6/16/1979	45.2	M	Full Time	59,895.472	Electrician - Facility Services HVAC 302-07	Basic Life	ADD	LTD
1673	7/1/1971	53.1	M	Full Time	59,895.472	Carpenters - Facility Services HVAC302-32	Basic Life	ADD	LTD
1676	11/4/1990	33.8	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-44	Basic Life	ADD	LTD
1678	4/28/1994	30.3	M	Full Time	62,000.000	Development Finance Accountant - Financial Services 150-16	Basic Life	ADD	LTD
1683	8/23/1972	52	F	Full Time	65,000.000	Government Relations Liaison and Special Project Coordinator - Executive Office 125-04	Basic Life	ADD	Waived LTD
1687	10/26/1980	43.8	M	Full Time	59,895.472	Cement Finisher - Facility Services HVAC 302-61	Basic Life	ADD	Waived LTD
1690	6/14/1967	57.2	M	Full Time	50,000.000	Resident Program Project Specialist 550-24	Basic Life	ADD	LTD
1691	3/17/1976	48.4	F	Full Time	58,348.130	Portability Representative - Section 8 (HCVP) 400-14	Basic Life	ADD	LTD
1692	11/14/1998	25.8	M	Full Time	48,990.864	Storeroom Clerk - Contracting & Procurement 850-04	Basic Life	ADD	LTD
1693	5/11/1998	26.3	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-92	Basic Life	ADD	Waived LTD
1696	11/8/1962	61.8	F	Full Time	96,876.000	Director of Resident Initiative - Resident Relations 550-18	Basic Life	ADD	Waived LTD
1700	1/2/1982	42.6	F	Full Time	54,371.130	MBW/WBE Compliance Specialist 850-03	Basic Life	ADD	LTD
1703	12/12/1961	62.7	M	Full Time	54,371.130	Family Self Sufficiency Service Coordinator 550-15	Basic Life	ADD	LTD
1704	8/15/1980	44	F	Full Time	64,273.500	Resident Relations Manager 550-01	Basic Life	ADD	LTD
1709	9/11/1979	45	M	Full Time	56,327.440	Housing Inspector - Section 8 (HCVP) 400-02	Basic Life	ADD	LTD
1711	12/4/1980	43.7	F	Full Time	53,611.376	Laborer - Northview Heights 909-13	Basic Life	ADD	LTD
1713	1/11/1976	48.6	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-06	Basic Life	ADD	LTD

1715	7/13/1994	30.1	M	Full Time	55,168.090	Logistics Liaison 650-09	Basic Life	ADD	LTD
1717	6/19/1997	27.2	M	Full Time	53,611.376	Laborer - Northview Heights 909-15	Basic Life	ADD	Waived LTD
1720	7/13/1987	37.1	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-91	Basic Life	ADD	LTD
1721	12/25/1979	44.7	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-22	Basic Life	ADD	LTD
1724	10/27/1995	28.8	M	Full Time	53,611.376	Laborer - Bedford Dwellings 902-05	Basic Life	ADD	LTD
1727	8/29/1992	32	M	Full Time	42,130.400	Computer Program Assistant - Resident Relations 550-14	Basic Life	ADD	LTD
1743	8/2/1981	43.1	F	Full Time	66,625.000	Site Manager - Homewood North 920-02	Basic Life	ADD	LTD
1744	10/7/1976	47.9	F	Full Time	66,950.000	Site Manager - Pressley Street Hi-Rise 915-01	Basic Life	ADD	Waived LTD
1747	2/12/1974	50.5	M	Full Time	70,864.800	Senior IT Support Specialist 200-08	Basic Life	ADD	LTD
1752	9/6/1972	52	F	Full Time	66,950.000	Site Manager - Bedford Dwellings 902-01	Basic Life	ADD	Waived LTD
1754	8/26/1963	61	F	Full Time	163,020.000	Chief Human Resources Officer 650-02	Basic Life	ADD	LTD
1759	1/16/1999	25.6	M	Full Time	47,972.250	Human Resources Coordinator 650-06	Basic Life	ADD	Waived LTD
1764	12/4/1980	43.7	F	Full Time	53,993.472	Support And Service Specialist - Section 8 (HCVP) 400-16	Basic Life	ADD	LTD
1765	1/23/1982	42.6	F	Full Time	64,272.000	Project Manager 301-07	Basic Life	ADD	LTD
1768	5/13/1969	55.3	M	Full Time	86,060.210	Senior Modernization Manager - Mod and Dev 600-11	Basic Life	ADD	LTD
1773	11/19/1988	35.8	F	Full Time	69,293.250	Benefits and HRIS Manager 650-01	Basic Life	ADD	LTD
1774	2/16/1993	31.5	M	Full Time	78,577.200	Database Analyst - Information Technology 200-09	Basic Life	ADD	LTD
1776	6/4/1978	46.2	M	Full Time	64,890.000	Assistant Site Manager - Allentown (Caliguiri) Hi-Rise 931-04	Basic Life	ADD	LTD
1779	11/21/1985	38.8	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-60	Basic Life	ADD	LTD
1781	4/14/1990	34.4	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-41	Basic Life	ADD	LTD
1783	7/19/1989	35.1	M	Full Time	59,895.472	Plumber- Facility Services HVAC 302-63	Basic Life	ADD	LTD
1784	4/19/1981	43.3	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-86	Basic Life	ADD	Waived LTD
1786	11/9/1998	25.8	F	Full Time	59,707.000	PBV Analyst 450-19	Basic Life	ADD	Waived LTD
1789	11/23/1961	62.8	M	Full Time	69,966.000	Senior IT Support Specialist 200-06	Basic Life	ADD	LTD
1790	3/28/1962	62.4	F	Full Time	56,327.440	Housing Inspector - Section 8 (HCVP) 400-12	Basic Life	ADD	LTD
1795	4/21/1964	60.3	M	Full Time	53,611.376	Laborer - Northview Heights 909-16	Basic Life	ADD	LTD
1799	2/25/1995	29.5	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-81	Basic Life	ADD	LTD
1801	12/30/1960	63.6	F	Full Time	49,018.112	Executive Office Administrative Assistant 125-08 - Executive Office	Basic Life	ADD	LTD
1803	1/27/1961	63.6	F	Full Time	45,307.392	Occupancy Specialist 450-07	Basic Life	ADD	Waived LTD
1804	8/2/1989	35.1	F	Full Time	69,962.750	Talent Acquisition and HRIS Manager 650-03	Basic Life	ADD	LTD
1807	5/8/1999	25.3	F	Full Time	60,391.730	Budget Analyst - Financial Services 150-03	Basic Life	ADD	Waived LTD

1808	8/2/1992	32.1	F	Full Time	42,849.248	Communications Specialist 800-07	Basic Life	ADD	Waived LTD
1809	5/10/2003	21.3	M	Full Time	53,611.376	Laborer - Northview Heights 909-09	Basic Life	ADD	LTD
1811	12/22/1976	47.7	M	Full Time	53,611.376	Laborer - Allegheny Dwellings 905-06	Basic Life	ADD	LTD
1819	5/10/1966	58.3	M	Full Time	53,611.376	Laborer - Scattered Sites - South 922-01	Basic Life	ADD	LTD
1821	2/10/1997	27.5	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-85	Basic Life	ADD	LTD
1824	3/14/2001	23.4	M	Full Time	53,611.376	Laborer - Homewood North 920-01	Basic Life	ADD	LTD
1826	6/6/1990	34.2	F	Full Time	42,640.000	Administrative Assistant - Section 8 (HCVP) 400-39	Basic Life	ADD	LTD
1836	2/16/1995	29.5	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-73	Basic Life	ADD	LTD
1837	5/15/1980	44.3	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-101	Basic Life	ADD	LTD
1839	7/5/1989	35.1	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-47	Basic Life	ADD	LTD
1841	3/30/1966	58.4	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-56	Basic Life	ADD	LTD
1847	6/6/1986	38.2	M	Full Time	59,895.472	Cement Finisher - Facility Services HVAC 302-102	Basic Life	ADD	LTD
1853	11/30/1986	37.7	M	Full Time	53,611.376	Laborer - Bedford Dwellings 902-02	Basic Life	ADD	LTD
1861	9/14/1995	28.9	M	Full Time	59,895.472	Plumber- Facility Services HVAC 302-34	Basic Life	ADD	LTD
1863	4/7/1981	43.4	F	Full Time	93,150.000	Director of HCV - Section 8 (HCVP) 400-07	Basic Life	ADD	LTD
1865	1/14/1960	64.6	F	Full Time	52,000.000	Surveillance Operations Coordinator - 350-03	Basic Life	ADD	Waived LTD
1867	2/27/1953	71.5	M	Full Time	104,000.000	Assistant General Counsel 700-05	Basic Life	ADD	LTD
1869	5/10/1961	63.3	F	Full Time	45,000.000	Contract Specialist - Procurement 850-10	Basic Life	ADD	LTD
1871	7/17/1987	37.1	M	Full Time	60,000.000	Legal Database Coordinator - Legal 700-08	Basic Life	ADD	Waived LTD
1873	3/30/1981	43.4	M	Full Time	67,000.000	Modernization Project Manager 600-17	Basic Life	ADD	Waived LTD
1874	7/14/1992	32.1	M	Full Time	67,000.000	Modernization Project Manager 600-12	Basic Life	ADD	Waived LTD
1876	5/6/1977	47.3	F	Full Time	59,000.000	Internal Compliance Specialist 400-35	Basic Life	ADD	LTD
1878	1/5/1981	43.6	M	Full Time	65,000.000	Senior IT Support Specialist 200-11	Basic Life	ADD	Waived LTD
1879	9/10/1975	49	M	Full Time	55,120.000	Pest Control Operator- Facility Services HVAC 302-36	Basic Life	ADD	LTD
1884	4/21/1981	43.3	F	Full Time	49,440.000	Family Self Sufficiency Service Coordinator 550-11	Basic Life	ADD	LTD
1886	5/23/1986	38.3	F	Full Time	67,465.000	Development Manager - Modernization & Development 600-19	Basic Life	ADD	LTD
1887	5/30/1976	48.2	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-42	Basic Life	ADD	LTD
1890	5/21/1981	43.3	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-29	Basic Life	ADD	LTD
1891	5/17/1992	32.3	M	Full Time	48,960.000	R.O.S.S. Service Coordinator 550-29	Basic Life	ADD	LTD
1893	6/19/1950	74.2	M	Full Time	53,611.376	Janitor - Pennsylvania Bidwell Hi-Rise 915-04	Basic Life	ADD	Waived LTD
1896	12/15/1993	30.7	F	Full Time	43,679.376	Service Request Specialist - Facility Services Administration 301-06	Basic Life	ADD	LTD

1898	9/2/1994	30	F	Full Time	52,000.000	Surveillance Operations Coordinator 350-01	Basic Life	ADD	LTD
1900	9/21/1981	42.9	M	Full Time	81,806.400	Information Technology Manager 200-03	Basic Life	ADD	LTD
1903	10/6/1996	27.9	F	Full Time	43,769.232	Occupancy Specialist 450-10	Basic Life	ADD	LTD
1906	8/19/1989	35	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-43	Basic Life	ADD	LTD
1907	10/6/2000	23.9	F	Full Time	58,656.000	Assistant Site Manager - Scattered Sites - South 922-02	Basic Life	ADD	Waived LTD
1910	3/13/1972	52.4	F	Full Time	48,362.704	Office Assistant - Northview Heights 909-07	Basic Life	ADD	Waived LTD
1911	8/11/1973	51	F	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-58	Basic Life	ADD	Waived LTD
1912	7/2/1984	40.1	M	Full Time	59,895.472	Electrician - Facility Services HVAC 302-62	Basic Life	ADD	Waived LTD
1913	11/16/1992	31.8	M	Full Time	65,000.000	Senior IT Support Specialist 200-01	Basic Life	ADD	Waived LTD
1914	11/9/1979	44.8	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-26	Basic Life	ADD	Waived LTD
1915	7/25/1985	39.1	F	Full Time	44,939.856	General Clerk - Section 8 (HCVP) 400-48	Basic Life	ADD	Waived LTD
1917	9/23/1965	58.9	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-20	Basic Life	ADD	LTD
1918	11/10/1986	37.8	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-41	Basic Life	ADD	Waived LTD
1920	5/25/1989	35.2	F	Full Time	44,939.856	General Clerk - Section 8 (HCVP) 400-49	Basic Life	ADD	LTD
1921	9/8/1973	51	F	Full Time	65,000.000	HQS Inspections Manager - HCVP 400-22	Basic Life	ADD	Waived LTD
1932	7/26/1977	47.1	M	Full Time	53,611.376	Laborer - Northview Heights 909-17	Basic Life	ADD	Waived LTD
1933	11/16/1999	24.8	M	Full Time	53,611.376	Laborer - Arlington Heights 904-02	Basic Life	ADD	LTD
1937	7/8/1989	35.1	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-15	Basic Life	ADD	LTD
1938	9/26/1996	27.9	F	Full Time	45,000.000	Procurement Coordinator 850-12	Basic Life	ADD	LTD
1939	3/25/1962	62.4	F	Full Time	44,939.856	General Clerk - Section 8 (HCVP) 400-09	Basic Life	ADD	Waived LTD
1942	3/5/1960	64.5	M	Full Time	65,000.000	HCV Program Manager 400-37	Basic Life	ADD	LTD
1943	9/11/1967	57	M	Full Time	50,814.608	Senior Storeroom Clerk - Contracting & Procurement 850-13	Basic Life	ADD	Waived LTD
1944	1/2/1997	27.6	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-45	Basic Life	ADD	LTD
1945	8/19/1980	44	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-46	Basic Life	ADD	LTD
1948	6/2/1990	34.2	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-70	Basic Life	ADD	LTD
1965	10/8/1973	50.9	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-89	Basic Life	ADD	Waived LTD
1969	11/4/1998	25.8	F	Full Time	49,920.000	Talent Acquisition Specialist 650-10	Basic Life	ADD	Waived LTD
1971	5/4/1996	28.3	M	Full Time	48,000.000	Family Self Sufficiency Service Coordinator 550-30	Basic Life	ADD	LTD
1972	11/30/1981	42.7	M	Full Time	42,494.400	Occupancy Specialist 450-08	Basic Life	ADD	Waived LTD

1974	2/16/1996	28.5	F	Full Time	48,362.704	Office Assistant - Arlington 904-05	Basic Life	ADD	Waived LTD
1975	8/15/1980	44	M	Full Time	65,000.000	HCV Program Manager - HCV/Section 8 400-21	Basic Life	ADD	Waived LTD
1976	10/6/1990	33.9	M	Full Time	41,600.000	Administrative Assistant - Compliance MGMT 750-03	Basic Life	ADD	LTD
1978	3/14/1963	61.4	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-68	Basic Life	ADD	LTD
1979	8/11/1966	58	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-42	Basic Life	ADD	Waived LTD
1981	10/4/1991	32.9	M	Full Time	59,895.472	Plumber- Facility Services HVAC 302-04	Basic Life	ADD	Waived LTD
1982	10/7/1981	42.9	F	Full Time	42,494.000	Communications Specialist 800-06	Basic Life	ADD	LTD
1984	5/12/1993	31.3	M	Full Time	80,000.000	Development Manager - Modernization & Development 600-15	Basic Life	ADD	LTD
1987	6/7/1992	32.2	F	Full Time	48,362.704	Office Assistant - Murray Towers 931-02	Basic Life	ADD	Waived LTD
1988	11/20/1982	41.8	M	Full Time	75,000.000	Network Analyst - Information Technology 200-10	Basic Life	ADD	Waived LTD
1989	1/11/1969	55.6	F	Full Time	49,920.000	Legal Administrative Coordinator 700-03	Basic Life	ADD	LTD
1990	9/8/1987	37	F	Full Time	45,760.000	Administrative Assistant - Resident Relations 550-32	Basic Life	ADD	Waived LTD
1991	8/16/1991	33	M	Full Time	56,992.000	Legal Office Manager 700-01	Basic Life	ADD	Waived LTD
2009	7/22/1971	53.1	F	Full Time	54,000.000	Section 504 ADA Compliance Coordinator 750-02	Basic Life	ADD	Waived LTD
2010	1/12/1978	46.6	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-51	Basic Life	ADD	LTD
2011	3/2/1981	43.5	M	Full Time	48,000.000	Housing Liaison 400-38	Basic Life	ADD	LTD
2012	8/22/1989	35	M	Full Time	72,000.000	Development Manager - Modernization & Development 600-14	Basic Life	ADD	Waived LTD
2015	8/18/2001	23	F	Full Time	55,000.000	Sustainability Project Manager 600-04	Basic Life	ADD	LTD
2017	8/19/1981	43	M	Full Time	59,895.472	Painters - Facility Services HVAC 302-05	Basic Life	ADD	LTD
2020	6/3/1987	37.2	F	Full Time	44,939.856	Front Desk Assistant -Section 8 HCVP 400-11	Basic Life	ADD	Waived LTD
2041	7/21/1994	30.1	M	Full Time	53,611.376	Laborer - Facility Services HVAC 302-33	Basic Life	ADD	Waived LTD
2044	10/18/1972	51.8	F	Full Time	59,000.000	Clinical Coordinator - Resident Relations 550-33	Basic Life	ADD	LTD
2050	11/23/2000	23.8	F	Full Time	56,327.440	Housing Specialist - Section 8 (HCVP) 400-08	Basic Life	ADD	LTD
2051	10/21/1988	35.8	M	Full Time	47,008.000	Administrative Liaison - Facility Services 301-12	Basic Life	ADD	LTD
2054	9/30/1982	41.9	F	Full Time	55,000.000	Portability Representative - Section 8 (HCVP) 400-18	Basic Life	ADD	LTD
2055	4/19/1968	56.3	M	Full Time	54,570.880	Teamster Truck Driver - Facility Services HVAC 302-26	Basic Life	ADD	LTD
2138	9/18/1986	37.9	F	Full Time	42,999.840	Occupancy Specialist 450-01	Basic Life	ADD	LTD
2139	3/7/1984	40.5	F	Full Time	42,999.840	Occupancy Specialist 450-15	Basic Life	ADD	LTD
2140	4/7/1976	48.4	F	Full Time	42,999.840	Occupancy Specialist 450-12	Basic Life	ADD	LTD
2141	10/23/1980	43.8	F	Full Time	42,999.840	Occupancy Specialist 450-11	Basic Life	ADD	LTD

2142	9/19/1960	63.9	F	Full Time	55,000.000	Finance Office Manager 150-11	Basic Life	ADD	LTD
2147	11/16/1981	42.8	M	Full Time	53,611.168	Janitor - Pennsylvania Bidwell Hi-Rise 915-02	Basic Life	ADD	LTD
2148	5/16/1996	28.3	F	Full Time	49,000.000	R.O.S.S. Service Coordinator 550-21	Basic Life	ADD	LTD
2149	4/18/1991	33.4	F	Full Time	95,000.000	Senior Development Manager 600-20	Basic Life	ADD	LTD
2233	6/29/1964	60.2	M	Full Time	59,895.472	Electronics Technician - Facility Services HVAC 302-20	Basic Life	ADD	LTD
2417	10/13/1957	66.9	M	Full Time	112,000.000	Director of Construction and Modernization 600-06	Basic Life	ADD	LTD
2418	9/16/1950	73.9	M	Full Time	53,611.168	Janitor - South (Finello) Oakland 944-01	Basic Life	ADD	LTD
2594	6/27/1972	52.2	F	Full Time	82,400.000	Real Estate Asset Mgmt - Operations Management - Security 250-04	Basic Life	ADD	LTD
2890	4/20/1962	62.3	F	Full Time	113,300.000	Senior Director of Procurement 850-05	Basic Life	ADD	LTD
3152	12/29/1960	63.7	M	Full Time	59,895.472	Equipment Repair Person - Facility Services HVAC 302-29	Basic Life	ADD	LTD
3359	8/6/1968	56	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-31	Basic Life	ADD	LTD
3801	11/4/1959	64.8	F	Full Time	180,245.110	Chief Community Affairs Officer - Community Affairs 800-01	Basic Life	ADD	LTD
4129	7/1/1965	59.1	F	Full Time	53,611.376	Laborer - Northview Heights 909-05	Basic Life	ADD	LTD
4349	8/4/1966	58.1	F	Full Time	73,204.330	Fleet Manager - Contracting & Procurement 850-14	Basic Life	ADD	LTD
4400	9/21/1959	64.9	M	Full Time	62,715.120	Locksmith - Facility Services HVAC 302-35	Basic Life	ADD	LTD
4417	3/20/1976	48.4	M	Full Time	53,611.376	Laborer - Scat Sites - North-Ham/Larimer 939-02	Basic Life	ADD	LTD
4923	8/23/1959	65	M	Full Time	53,611.376	Laborer - Northview Heights 909-10	Basic Life	ADD	LTD
4938	5/14/1962	62.3	F	Full Time	53,611.376	Laborer - Scat Sites - North-Ham/Larimer 939-01	Basic Life	ADD	LTD
4974	7/3/1957	67.1	F	Full Time	48,362.704	Office Assistant - Pressley Street Hi-Rise 915-05	Basic Life	ADD	LTD
5463	3/28/1965	59.4	M	Full Time	80,479.540	Occupancy Manager - Occupancy 450-04	Basic Life	ADD	LTD
6182	3/7/1966	58.5	F	Full Time	61,732.944	Relocation Specialist - Occupancy 450-06	Basic Life	ADD	LTD
6210	11/9/1963	60.8	M	Full Time	59,895.472	RHVAC Technician - Facility Services HVAC 302-59	Basic Life	ADD	LTD
6245	3/20/1963	61.4	F	Full Time	70,268.510	Procurement Specialist 850-11	Basic Life	ADD	LTD
6279	4/19/1967	57.3	F	Full Time	122,533.310	Director of Public Safety - Operations Management - Security 350-02	Basic Life	ADD	Waived LTD
6428	3/12/1961	63.5	M	Full Time	53,611.376	Laborer - Scattered Sites - South 922-04	Basic Life	ADD	LTD
7015	3/2/1962	62.5	M	Full Time	59,895.472	Painter/Glazier - Facility Services HVAC 302-64	Basic Life	ADD	LTD
8120	9/24/1970	53.9	M	Full Time	59,895.472	Electrician - Facility Services HVAC 302-69	Basic Life	ADD	LTD
8135	11/12/1962	61.8	F	Full Time	53,993.472	Support and Service Request Specialist II 400-13	Basic Life	ADD	Waived LTD
8247	11/7/1959	64.8	M	Full Time	59,895.472	Electrician - Facility Services HVAC 302-72	Basic Life	ADD	LTD
8702	1/28/1961	63.6	F	Full Time	81,019.800	Assistant Director of Occupancy 450-13	Basic Life	ADD	LTD
8974	1/1/1965	59.6	M	Full Time	88,278.090	Senior Project Manager - Facility Services Administration 301-10	Basic Life	ADD	LTD
8987	5/1/1973	51.3	M	Full Time	53,611.376	Laborer - Northview Heights 909-03	Basic Life	ADD	LTD

8990	8/12/1970	54	F	Full Time	53,611.376	Laborer - Homewood North 920-05	Basic Life	ADD	LTD
9387	8/9/1959	65	M	Full Time	59,895.472	Carpenters - Facility Services HVAC 302-82	Basic Life	ADD	LTD

Total Annual Income for All Employees: \$19,792,910.49



## **Attachment M - Current Plan Designs**

# GROUP VOLUNTARY LONG-TERM DISABILITY INSURANCE BENEFIT HIGHLIGHTS



More than 1 in 4 adults in the U.S. has some type of disability.<sup>1</sup>

## Housing Authority Of The City Of Pittsburgh

A disability can happen to anyone. Long-term disability insurance helps protect your paycheck if you're unable to work for a long period of time after a serious condition, injury or sickness.



To learn more about Long-Term Disability insurance, visit [thehartford.com/employee-benefits/employees](http://thehartford.com/employee-benefits/employees)

## COVERAGE INFORMATION

BENEFIT PERCENTAGE (PERCENT OF YOUR EARNINGS)	MAXIMUM	MINIMUM (BASED ON MONTHLY INCOME LOSS BEFORE THE DEDUCTION OF OTHER INCOME BENEFITS)	BENEFIT STARTS (ELIMINATION PERIOD)	BENEFIT DURATION
60%	\$10,000	The greater of \$100 or 10% of the benefit	After 180 days disabled	Disabled before: Age 63 Benefit duration: As long as you are disabled Benefit duration maximum: The greater of your Social Security Normal Retirement Age or 3.5 years

## PREMIUMS

See the Premium Worksheet.<sup>2</sup>

### ASKED & ANSWERED

#### WHO IS ELIGIBLE?

You are eligible if you are an active full time employee who works at least 40 hours per week on a regularly scheduled basis.

#### AM I GUARANTEED COVERAGE?

If this is the first time you are eligible to elect coverage, evidence of insurability is not required.

If you did not elect coverage the first time it was offered to you, evidence of insurability is required to elect coverage.

This coverage is subject to a pre-existing condition exclusion, which is detailed on the Limitations & Exclusions sheet. Please refer to the Limitations & Exclusions sheet provided with this benefit highlights sheet for more information on limitations and exclusions, such as pre-existing conditions.

#### HOW MUCH DOES IT COST AND HOW DO I PAY FOR THIS INSURANCE?

Premium is provided on the Premium Worksheet.

Premiums will be automatically paid through payroll deduction, as authorized by you during the enrollment process. This ensures you don't have to worry about writing a check or missing a payment.

#### WHEN CAN I ENROLL?

You may enroll during any scheduled enrollment period, within 31 days of the date you have a change in family status, or within 31 days of the completion of any eligibility waiting period established by your employer.

#### WHEN DOES THIS INSURANCE BEGIN?

Subject to any eligibility waiting period established by your employer, insurance will become effective in accordance with the terms of the certificate (usually the first day of the month following the date you elect coverage).

You must be actively at work with your employer on the day your coverage takes effect.

### **WHEN DOES THIS INSURANCE END?**

This insurance will end when you no longer satisfy the applicable eligibility conditions, premium is unpaid, you leave your employer, or the coverage is no longer offered.

### **WHAT DOES IT MEAN TO BE DISABLED?**

Disability is defined in The Hartford's certificate with your employer.

Typically, disability means that you cannot perform one or more of the essential duties of your occupation due to injury, sickness, pregnancy or other medical condition covered by the insurance, and as a result, your current monthly earnings are less than 80% of your pre-disability earnings. Once you have been disabled for 2 years following the elimination period, you must be prevented from performing one or more of the essential duties of any occupation and as a result, your current monthly earnings are less than or equal to 60% of your pre-disability earnings.

Pre-disability earnings is your regular monthly rate of pay, not counting commissions, bonuses, overtime pay or any other fringe benefit or extra compensation.

### **WILL MY BENEFIT BE TAXED?**

The cost of your core coverage is included in your gross income on IRS Form W-2, unless you elect otherwise prior to the beginning of a new plan year. This means your benefit will not be taxed.

<sup>1</sup>Center for Disease Control and Prevention "Disability Impacts All of Us," September 2020: <https://www.cdc.gov/ncbddd/disabilityandhealth/infographic-disability-impacts-all.html>, as viewed on 10/14/2020

<sup>2</sup>Rates and/or benefits may be changed on a class basis.

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The Hartford compensates both internal and external producers, as well as others, for the sale and service of our products. For additional information regarding Hartford's compensation practices, please review our website <http://thehartford.com/group-benefits-producer-compensation>. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent.

5962d NS 05/21

# BASIC GROUP TERM LIFE INSURANCE BENEFIT HIGHLIGHTS



More than half of Americans  
(53%) expressed a  
heightened need for life  
insurance because of  
COVID-19.<sup>1</sup>

## Housing Authority Of The City Of Pittsburgh

The group term life insurance available through your employer is a smart, affordable way to purchase the extra protection that you and your family may need. Life insurance offers financial protection by providing you coverage in case of an untimely death. Life insurance is disbursed to your beneficiaries in a lump sum in the event of your death.



To learn more about Life insurance, visit  
[thehartford.com/employee-benefits/employees](https://thehartford.com/employee-benefits/employees)

## COVERAGE INFORMATION

APPLICANT	LIFE COVERAGE
Employee	Benefit: 1.5 times earnings Maximum: \$350,000

## PREMIUMS

Your employer pays for a portion of the premium for this coverage. Your contribution is shown on the enrollment form.<sup>3</sup>

## ASKED & ANSWERED

### WHO IS ELIGIBLE?

You are eligible if you are an active full time employee who works at least 40 hours per week on a regularly scheduled basis.

### AM I GUARANTEED COVERAGE?

This insurance is guaranteed issue coverage - it is available without having to provide information about your health. If you are a late entrant, evidence of insurability is required for the full coverage amount.

### HOW MUCH DOES IT COST AND HOW DO I PAY FOR THIS INSURANCE?

Your employer pays 50% of the premium for your (employee) coverage.

### WHEN CAN I ENROLL?

You may enroll during any scheduled enrollment period, or within 31 days of the date you have a change in family status.

### WHEN DOES THIS INSURANCE BEGIN?

You must be actively at work with your employer on the day your coverage takes effect.

### WHEN DOES THIS INSURANCE END?

This insurance will end when you no longer satisfy the applicable eligibility conditions, premium is unpaid, you are no longer actively working, you leave your employer, or the coverage is no longer offered.

### CAN I KEEP THIS INSURANCE IF I LEAVE MY EMPLOYER OR AM NO LONGER A MEMBER OF THIS GROUP?

Yes, you can take this life coverage with you. Coverage may be continued for you under a group portability certificate or an individual conversion life certificate. The specific terms and qualifying events for conversion and portability are described in the certificate.

<sup>1</sup>LIMRA, Facts About Life 2020: <https://www.limra.com/globalassets/limra/newsroom/fact-tank/fact-sheets/liam-facts-2020-final.pdf>, as viewed on October 14, 2020.

<sup>3</sup>Rates and/or benefits may be changed on a class basis.

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# GROUP VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE BENEFIT HIGHLIGHTS



A preventable-injury-related death occurs every 3 minutes in the United States. On average, this means there are 19 deaths and 5,310 medically consulted injuries every hour.<sup>1</sup>

## Housing Authority Of The City Of Pittsburgh

Group Voluntary Accidental Death & Dismemberment (AD&D) insurance pays your beneficiary a death benefit if you die due to a covered accident or pays you if you are unexpectedly injured in a covered accident. The benefits are paid in lump sum amounts to you (or your beneficiary), and can be used to pay for health care expenses not covered by your major medical insurance, out of pocket costs, funeral expenses, or however you choose. Accidental death benefits are paid in addition to any life insurance.



To learn more about AD&D insurance, visit [thehartford.com/employee-benefits/employees](https://thehartford.com/employee-benefits/employees)

## COVERAGE INFORMATION

You (the primary insured) may enroll for one of the following AD&D coverage amounts<sup>2</sup>: or 1x earnings. The maximum amount you can elect is the lesser of 1 x earnings or \$250,000.

AD&D BENEFITS – PERCENT OF COVERAGE AMOUNT PER ACCIDENT	
Covered accidents or death can occur up to 365 days after the accident. The total benefit for all losses due to the same accident will not exceed 100% of your coverage amount.	
LOSS FROM ACCIDENT	COVERAGE AMOUNT
Life	100%
Both Hands or Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot and Sight of One Eye	100%
Movement of Both Upper and Lower Limbs (Quadriplegia)	100%
Movement of Both Lower Limbs (Paraplegia)	75%
Movement of Three Limbs (Triplegia)	75%
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	50%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Movement of One Limb (Uniplegia)	25%
Thumb and Index Finger of Either Hand	25%

## PREMIUMS

See the AD&D Premium Worksheet.<sup>3</sup>

## ASKED & ANSWERED

### WHO IS ELIGIBLE?

You are eligible if you are an active full time employee who works at least 40 hours per week on a regularly scheduled basis.

### AM I GUARANTEED COVERAGE?

This insurance is guaranteed issue coverage – it is available without having to provide information about your health.

### **HOW MUCH DOES IT COST AND HOW DO I PAY FOR THIS INSURANCE?**

Premiums are provided on the AD&D Premium Worksheet. You have a choice of coverage amounts.

Premiums will be automatically paid through payroll deduction, as authorized by you during the enrollment process. This ensures you don't have to worry about writing a check or missing a payment.

### **WHEN CAN I ENROLL?**

You may enroll during any scheduled enrollment period, or within 31 days of the date you have a change in family status.

### **WHEN DOES THIS INSURANCE BEGIN?**

If insurance will become effective in accordance with the terms of the certificate (usually the first day of the month following the date you elect coverage).

You must be actively at work with your employer on the day your coverage takes effect.

### **WHEN DOES THIS INSURANCE END?**

This insurance will end when you no longer satisfy the applicable eligibility conditions, premium is unpaid, you are no longer actively working, you leave your employer, or the coverage is no longer offered.

### **CAN I KEEP THIS INSURANCE IF I LEAVE MY EMPLOYER OR AM NO LONGER A MEMBER OF THIS GROUP?**

Yes, you can take this coverage with you. Coverage may be continued for you under an individual conversion certificate. The specific terms and qualifying events for conversion are described in the certificate.

<sup>1</sup>National Safety Council, Dec. 2018, <https://injuryfacts.nsc.org/all-injuries/preventable-death-overview/minute-by-minute/data-details/>, as viewed as of 10/14/2020.

<sup>3</sup>Rates and/or benefits may be changed on a class basis.

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# LIMITATIONS & EXCLUSIONS



This insurance coverage includes certain limitations and exclusions. The certificate details all provisions, limitations, and exclusions for this insurance coverage. A copy of the certificate can be obtained from your employer.

## GROUP LIFE INSURANCE

### GENERAL LIMITATIONS AND EXCLUSIONS

- You must be a citizen or legal resident of the United States, its territories and protectorates.

## GROUP ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### GENERAL LIMITATIONS AND EXCLUSIONS

- 
- You must be a citizen or legal resident of the United States, its territories and protectorates.

### DEFINITIONS

- Loss means, with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to sight, speech or hearing, entire and irrecoverable loss thereof; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints; with regard to movement, complete and irreversible paralysis of such limbs.
- Injury means bodily injury resulting directly from an accident, independent of all other causes, which occurs while you have coverage.

5962a NS 05/21 Life Form Series includes GBD-1000, GBD-1100, or state equivalent.

## VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- 
- This insurance does not cover losses caused by:
  - Sickness; disease; or any treatment for either
  - Any infection, except certain ones caused by an accidental cut or wound
  - Intentionally self-inflicted injury, suicide or suicide attempt
  - War or act of war, whether declared or not
  - Injury sustained while in the armed forces of any country or international authority
  - Injury sustained on aircraft in certain circumstances
  - Taking prescription or illegal drugs unless prescribed by or administered by a licensed physician
  - Injury sustained while riding, driving, or testing any motor vehicle for racing
  - Injury sustained while committing or attempting to commit a felony
  - Injury sustained while driving while intoxicated
- You must be a citizen or legal resident of the United States, its territories and protectorates.

### DEFINITIONS

- Loss means, with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to sight, speech or hearing, entire and irrecoverable loss thereof; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints; with regard to movement, complete and irreversible paralysis of such limbs.
- Injury means bodily injury resulting directly from an accident, independent of all other causes, which occurs while you have coverage.

5962c NS 05/21 Accident Form Series includes GBD-1000, GBD-1300, or state equivalent.

## GROUP LONG TERM DISABILITY INSURANCE

### LIMITATIONS AND EXCLUSIONS

#### GENERAL EXCLUSIONS

- You must be under the regular care of a physician to receive benefits.
- You cannot receive disability insurance benefit payments for disabilities that are caused or contributed to by:
  - War or act of war (declared or not)
  - The commission of, or attempt to commit a felony
  - An intentionally self-inflicted injury
  - Your being engaged in an illegal occupation

#### PRE-EXISTING CONDITIONS

- Your insurance excludes the benefits you can receive for pre-existing conditions. In general, if you were diagnosed or received care for a condition before the effective date of your certificate, you will be covered for a disability due to that condition only if:
  - You have not received treatment for your condition for 3 months before the effective date of your insurance, or
  - You have not received treatment for your condition for 3 months after the effective date of your insurance, or
  - You have been insured under this coverage for 12 months prior to your disability commencing, so you can receive benefits even if you're receiving treatment, or
  - You have already satisfied the pre-existing condition requirement of your previous insurer

#### LIMITATIONS

- **Mental Illness and Substance Abuse Limitation.** If you are disabled because of Mental Illness or because of alcoholism or the use of narcotics, sedatives, stimulants, hallucinogens or other similar substance, benefits will be payable for a maximum of 24 Months in your lifetime, unless at the end of that 24 Months, you are confined to a hospital or other place licensed to provide medical care for your disability.

#### OFFSETS

- Your benefit payments will be reduced by other income you receive or are eligible to receive due to your disability, such as:



- Social Security disability insurance (please see next section for exceptions)
- Workers' compensation
- Other employer-based insurance coverage you may have
- Unemployment benefits
- Settlements or judgments for income loss
- Retirement benefits that your employer fully or partially pays for (such as a pension plan)
- Your benefit payments will not be reduced by certain kinds of other income, such as:
  - Retirement benefits if you were already receiving them before you became disabled
  - Retirement benefits that are funded by your after-tax contributions your personal savings, investments, IRAs or Keoghs profit-sharing
  - Most personal disability policies
  - Social Security cost-of-living increases

This example is for purposes of illustrating the effect of the benefit reductions and is not intended to reflect the situation of a particular claimant under the Policy:

Insured's monthly [Pre-Disability Earnings/Basic Monthly Pay] \$3,000  
 Long term disability benefits percentage x 60%  
 Unreduced maximum benefit \$1,800  
 Less Social Security disability benefit per month - \$900  
 Less state disability income benefit per month - \$300  
 Total amount of long term disability benefit per month \$600

#### **THIS POLICY PROVIDES LIMITED BENEFITS.**

This limited benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage.

In New York: This Disability policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

5962d NS 05/21 Disability Form Series includes GBD-1000, GBD-1200, or state equivalent.

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The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including underwriting company Hartford Life and Accident Insurance Company. Home Office is Hartford, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the underwriting company listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability. © 2020 The Hartford.

## **Attachment N - HACP Booklet**

# **YOUR BENEFIT PLAN**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH



**Maryland**

**The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

## State Notices

**IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:** There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

**The Hartford**  
**Group Benefits Division, Customer Service**  
**P.O. Box 2999**  
**Hartford, CT 06104-2999**  
**1-800-523-2233**

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

### **Alaska:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

### **Arizona:**

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

### **Arkansas:**

1. **For Your Questions and Complaints:**

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
**Toll Free:** 1(800) 852-5494  
**Local:** 1(501) 371-2640

2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

### **California:**

1. **NOTICE: READ YOUR CERTIFICATE CAREFULLY**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply

to you. The following requirement applies to you:

**Eligibility Determination: How will We determine Your eligibility for benefits?**

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility or Your beneficiaries for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) as a part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled **Claim Appeal**. If You do not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
**Toll Free:** 1(800) 927-HELP  
**TDD Number:** 1(800) 482-4833  
**Web Address:** [www.insurance.ca.gov](http://www.insurance.ca.gov)

**Colorado:**

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions.
3. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
4. The **Complications of Pregnancy** provision, if shown in the **Definitions** section of the Certificate, is revised as follows:

**Complications of Pregnancy** means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;
- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective Cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.

**Florida:**

1. **NOTICE:** The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.

**Georgia:**

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

**Idaho:**

1. **For Your Questions and Complaints:**

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043  
**Toll Free:** 1-800-721-3272  
**Web Address:** [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**Illinois:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **For Your Questions and Complaints:**  
Illinois Department of Insurance  
Consumer Services Station  
Springfield, Illinois 62767  
**Consumer Assistance:** 1(866) 445-5364  
**Officer of Consumer Health Insurance:** 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

**STATE OF ILLINOIS**  
**The Religious Freedom Protection and Civil Union Act**  
**Effective June 1, 2011**

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at [www.insurance.illinois.gov](http://www.insurance.illinois.gov).

**Indiana:**



1. **For Your Questions and Complaints:**

Public Information/Market Conduct  
Indiana Department of Insurance  
311 W. Washington St. Suite 300  
Indianapolis, IN 46204-2787  
1(317) 232-2395

**Kansas:**

1. The following requirement applies to you:

**Policy Interpretation:** *Who interprets Policy terms and conditions?*

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are a fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

**Louisiana:**

1. The following requirement is applicable to you:

**Reinstatement after Military Service:** *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

**Maine:**

1. **NOTICE:** The benefits under the policy are subject to reduction due to other sources of income.

This means that your benefits will be reduced by the amount of any other benefits for loss of time provided to you or for which you are eligible as a result of the same period of disability for which you claim benefits under the policy.

Other sources of income are plans or arrangements of coverage that provide disability-related benefits such as Worker's Compensation or other similar governmental programs or laws, or disability-related benefits received from your employer or as the result of your employment, membership or association with any group, union, association or other organization. Other sources of income include disability-related benefits under the United States Social Security Act or an alternate governmental plan, the Railroad Retirement Act, and other similar plans or acts. Other sources of income may also include certain disability-related or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled.

What comprises other sources of income under the policy is determined by the nature of the policyholder. Therefore, we strongly urge you to **Read Your Certificate Carefully**. A full description of the plans and types of plans considered to be other sources of income under the policy will be found in the definition of "Other Income Benefits" located in the Definitions section of your certificate.

2. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

3. The following **requirement is applicable to you:**

**Reinstatement:** *Can my coverage be reinstated after it ends?*

We will reinstate The Policy upon receipt of all current and late premiums if:

- 1) You, any person authorized to act on Your behalf, or any of Your dependents may request reinstatement of The Policy within 90 days following cancellation of The Policy for nonpayment of premium provided You suffered from cognitive impairment or functional incapacity at the time the contract cancelled; and
- 2) all current and late premium payments are received within 15 days of Our request.

We may request a medical demonstration, at Your expense, that You suffered from cognitive impairment or functional incapacity at the time of cancellation of The Policy.

**Massachusetts:**

1. The **Surviving Children** definition in the **Survivor Income Benefit** will also include a child in the process of adoption.
2. The following continuation requirement is applicable to you

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first. You must pay the required premium for continued coverage.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

**Michigan:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**Minnesota:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**Missouri:**

1. The **Exclusions** provision shall only exclude for intentionally self-inflicted Injury, suicide or attempted suicide, which occur while You are sane.

**Montana:**

1. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate
2. Pregnancy will be covered, the same as any other sickness, anything in The Policy to the contrary notwithstanding.

**New Hampshire:**

1. If Your claim is denied, You may appeal to Us within 180 days of receipt of the claim denial, subject to the other terms of the **Claim Appeal** provision.
2. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.

**New Jersey:**

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions and domestic partners, provided You continue to meet the requirements described in the domestic partner affidavit, civil union license or civil union certificate or as required by law. Same sex relationships entered into under the laws of another State or Country, which closely approximate a civil union or a domestic partnership under New Jersey law, will be recognized as civil unions or domestic partners under New Jersey law.

**New York:**

1. The **Other Income Benefits** definition will not include a portion of a settlement or judgment of a lawsuit that represents or compensates for Your loss of earnings.
2. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Reimbursement** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
4. If the definition of **Surviving Spouse** within the **Survivor Income Benefit** requires the completion of a domestic partner affidavit, the following requirement applies to you:

The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:

- 1) you are both are legally and mentally competent to consent to contract in the state in which you reside;
- 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**North Carolina:**

1. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. The **Other Income Benefits** definition will not include a mandatory "no-fault" automobile insurance plan.
3. You are not required to be under the **Regular Care of a Physician** if qualified medical professionals have determined that further medical care and treatment would be of no benefit to You.
4. The **Exclusions** provision shall only exclude for Workers' Compensation if the final adjudication of the Worker's Compensation claim determined that benefits are paid, or may be paid, if duly claimed.
5. Within the **Misstatements** provision reference to fraudulent misstatements will not apply to You.
6. The **Sending Proof of Loss** provision is amended to state that written **Proof of Loss** must be sent to Us within 180 days following the completion of the **Elimination Period**.
7. The **Claims to be Paid** provision is amended to state that We may pay up to \$3,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
8. **Notice of Claim** may also be given to Our representative, if applicable.
9. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
  1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
  2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION INFORMATION**

**YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.**

**THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

**PRE-EXISTING LIMITATION  
READ CAREFULLY**

**NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THE CERTIFICATE.**

**READ YOUR CERTIFICATE CAREFULLY.**

**Oregon:**

1. The definition of **Surviving Spouse** within the **Survivor Income Benefit** will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Surviving Children** definition within the **Survivor Income Benefit** will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

**Rhode Island:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**South Carolina:**

1. The **Physical Examinations and Autopsy** provision will state that such autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
2. If You become insured under The Policy on the Policy Effective Date and were insured under the Prior Policy within 30 days of being covered under The Policy, the **Pre-existing Condition Limitation** will end on the earliest of:
  - 1) the Policy Effective date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
  - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

This is subject to the other terms and conditions of the **Continuity From a Prior Policy** provision.

**South Dakota:**

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.
2. The **Other Income Benefits** definition will not include the amount of any benefit for loss of income, provided to Your family, Your Spouse or Your Spouse's family.

**Texas:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable
2. **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de The Hartford's para obtener información o para presentar una queja al:

1-800-523-2233

Usted también puede escribir a The Hartford:

P.O. Box 2999  
Hartford, CT 06104-2999

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

#### **Utah:**

1. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

#### **Vermont:**

1. The following requirement applies:

**Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

**Definitions, Terms, Conditions and Provisions:** The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

#### **CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy,

contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

**Virginia:**

**1. For Your Questions and Complaints:**

Life and Health Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23209  
1(804) 371-9691 (Local number)  
1(800) 552-7945 (Virginia toll free number)  
1(877) 310-6560 (National toll free number)

**Washington:**

**1. The following continuation applies to you:**

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage for a period not exceeding 6 months. If the work stoppage ends, this continuation will cease immediately.

**Wisconsin:**

**1. For Your Questions and Complaints:**

To request a Complaint Form:  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1(800) 236-8517 (outside of Madison)  
1(608) 266-0103 (in Madison)



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**CERTIFICATE OF INSURANCE**

**Policyholder:** HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Policy Number:** GLT-875384

**Policy Effective Date:** January 1, 2015

**Policy Anniversary Date:** January 1, 2019

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

Signed for the Company

A handwritten signature in dark ink, appearing to read "Lisa Levin".

Lisa Levin, Secretary

A handwritten signature in dark ink, appearing to read "Michael Concannon".

Michael Concannon, President

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*A note on capitalization in this certificate:*

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



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## SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy.

**The benefits described herein are those in effect as of October 1, 2018.**

**Cost of Coverage:**

You must contribute toward the cost of coverage.

**Disclosure of Fees:**

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

**Disclosure of Services:**

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

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

Full-time Employment: at least 40 hours weekly

**Eligibility Waiting Period for Coverage:**

The first day of the month following the date You were hired

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

**Elimination Period:** 180 day(s)

**Maximum Monthly Benefit:** \$10,000

**Minimum Monthly Benefit:** The greater of:

- 1) \$100; or
- 2) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

**Benefit Percentage:** 60%

### Maximum Duration of Benefits

#### Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	To Normal Retirement Age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months

1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

**Additional Benefit:**

**Family Care Credit Benefit**

see benefit

**Survivor Income Benefit**

see benefit

**Workplace Modification Benefit**

see benefit

## **ELIGIBILITY AND ENROLLMENT**

**Eligible Persons:** *Who is eligible for coverage?*

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

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

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

**Enrollment:** *How do I enroll for coverage?*

To enroll for coverage You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may enroll at any time.

**Evidence of Insurability:** *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

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

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

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Monthly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and

- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

## PERIOD OF COVERAGE

### **Effective Date:** *When does my coverage start?*

Your coverage will start on the earliest of:

- 1) the date You become eligible, if You enroll or have enrolled by then;
- 2) the date on which You enroll, if You do so within 31 days after the date You are eligible; or
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability.

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

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

### **Changes in Coverage:** *Can I change my benefit options?*

You may change Your benefit option at any time. You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitation.

### *Do coverage amounts change if there is a change in my class or my rate of pay?*

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

### *What happens if the Employer changes The Policy?*

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

- 1) the Deferred Effective Date provision; and
- 2) Pre-existing Conditions Limitation.

### **Continuity From A Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

### *Is my coverage under The Policy subject to the Pre-existing Condition Limitation?*

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Monthly Benefit which was paid by the Prior Policy; or
- 2) the Monthly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.

***Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?***

If You received monthly benefits for disability under the Prior Policy, and You returned to work as a Full-time Active Employee before the Policy Effective Date, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

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

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date The Policy no longer insures Your class;
- 3) the date premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the date Your Employer terminates Your employment; or
- 6) the date You cease to be a Full-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
  - a) The Policy terminates; or
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

***Coverage while Disabled: Does my insurance continue while I am Disabled and no longer an Active Employee?***

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

***Waiver of Premium: Am I required to pay premiums while I am Disabled?***

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

***Extension of Benefits for Disability: Do my benefits continue if The Policy terminates?***

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

## BENEFITS

### **Disability Benefit:** *What are my Disability Benefits under The Policy?*

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

### **Mental Illness and Substance Abuse Benefits:** *Are benefits limited for Mental Illness or Substance Abuse?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) if not confined, or after You are discharged and still Disabled, for a total of 24 months for all such disabilities during Your lifetime.

### **Recurrent Disability:** *What happens if I Recover but become Disabled again?*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 months of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

**Period of Disability** means a continuous length of time during which You are Disabled under The Policy.

**Recover or Recovery** means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

### **Calculation of Monthly Benefit: Return to Work Incentive:** *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

**Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

**Minimum Monthly Benefit:** *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**Partial Month Payment:** *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

**Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table;
- 8) the date Your Current Monthly Earnings:
  - a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
  - b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
  - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

**Family Care Credit Benefit:** *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitation; and
  - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
  - a) You are no longer in a Rehabilitation program; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

**Survivor Income Benefit:** *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children.

If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 3 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

**Surviving Spouse** means Your spouse who was not legally separated or divorced from You when You died.

**Surviving Children** means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 19.

The term Surviving Children will also include any other children related to You by blood or marriage and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

**Workplace Modification Benefit:** *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;



- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed \$25,000.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

## EXCLUSIONS AND LIMITATIONS

### **Exclusions:** *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

### **Pre-existing Condition Limitation:** *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for 3 consecutive month(s) while insured under The Policy; or
- 2) You have been continuously insured under The Policy for 12 consecutive month(s).

### **Pre-existing Condition** means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 90 consecutive day(s) period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

**Medical Care** is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

**Treatment** includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

## GENERAL PROVISIONS

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

You must give Us written notice of a claim within 30 days after Disability or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

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

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

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

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

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Pre-disability Earnings, Current Monthly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

### **Additional Proof of Loss:** *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

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

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

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

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

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

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

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

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

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

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

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

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

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

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

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

**Social Security:** *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Benefit Estimates:** *How does the Company estimate Disability benefits under the United States Social Security Act?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

**Overpayment:** *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

**Overpayment Recovery:** *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;
  - b) any other organization;
  - c) any other insurance company;
  - d) any other person to or for whom payment was made; and
  - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

**Subrogation:** *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

**Third Party** as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

**Reimbursement:** *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of:

- 1) whether You are made whole;
- 2) how the recovered funds are characterized; or
- 3) whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

You or Your attorney's failure to cooperate fully with Our reimbursement rights may result in denial or termination of Your benefits under The Policy.

**Third Party** as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

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

Legal action cannot be taken against Us:

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

**Insurance Fraud:** *How does the Company deal with fraud?*

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

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

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

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

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

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

**Physical Examinations and Autopsy:** *Will I be examined during the course of my claim?*

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

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

## DEFINITIONS

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

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

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

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

**Any Occupation** means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

**Current Monthly Earnings** means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.

**Disability or Disabled** means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the 2 year(s) following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are equal to or greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first. For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer.

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or

5) pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that You are Disabled.

**Elimination Period** means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term disability benefits or salary continuation program, excluding benefits required by state law.

**Employer** means the Policyholder.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Indexed Pre-disability Earnings** means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) 10%; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Monthly Benefit** means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Monthly Income Loss** means Your Pre-disability Earnings minus Your Current Monthly Earnings.

**Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;

- c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
- that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
    - a) that begins after You become Disabled; or
    - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs;
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
  - a) You were receiving it prior to becoming Disabled; or
  - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
 (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

**Physician** means a person who is:

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

**Pre-disability Earnings** means Your regular monthly rate of pay not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last day You were Actively at Work before You became Disabled.

**Prior Policy** means the long term disability insurance carried by the Employer on the day before the Policy Effective Date.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;



- b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;
- to achieve the maximum medical improvement.

**Rehabilitation** means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; or
  - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

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

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

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

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

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

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

**Maryland**

**The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

## State Notices

**IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:** There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

**The Hartford**  
**Group Benefits Division, Customer Service**  
**P.O. Box 2999**  
**Hartford, CT 06104-2999**  
**1-800-523-2233**

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

### **Alaska:**

1. If notice of Your **Conversion Right** is not received by You on the date Your or Your Dependent's coverage terminates, You have 15 days from the date You receive the notice.
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

### **Arizona:**

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

### **Arkansas:**

1. **For Your Questions and Complaints:**  
Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
**Toll Free:** 1(800) 852-5494  
**Local:** 1(501) 371-2640

### **California:**

1. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

#### **Eligibility Determination:** *How will We determine Your or Your Dependent's eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept

or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;

- 2) As part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled

**Claim Denial.**

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

2. **For Your Questions and Complaints:**

State of California Insurance Department  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
**Toll Free:** 1(800) 927-HELP  
**TDD Number:** 1(800) 482-4833  
**Web Address:** [www.insurance.ca.gov](http://www.insurance.ca.gov)

**Colorado:**

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
2. The **Dependent Child(ren)** definition will always include children related to You by civil union.
3. The **Spouse** definition will always include civil unions.
4. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.

**Florida:**

1. **Legal Actions** cannot be taken against Us more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.
2. **NOTICE:** The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.

**Georgia:**

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

**Idaho:**

1. **For Your Questions and Complaints:**

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043  
**Toll Free:** 1-800-721-3272  
**Web Address:** [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**Illinois:**

1. **For Your Questions and Complaints:**

Illinois Department of Insurance  
Consumer Services Station  
Springfield, Illinois 62767

**Consumer Assistance:** 1(866) 445-5364

**Officer of Consumer Health Insurance:** 1(877) 527-9431

2. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

**STATE OF ILLINOIS**  
**The Religious Freedom Protection and Civil Union Act**  
**Effective June 1, 2011**

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at [www.insurance.illinois.gov](http://www.insurance.illinois.gov).

**Indiana:**

1. **For Your Questions and Complaints:**

Public Information/Market Conduct  
Indiana Department of Insurance  
311 W. Washington St. Suite 300  
Indianapolis, IN 46204-2787  
1(317) 232-2395

**Louisiana:**

1. The age limit stated in the **Continuation for Dependent Child(ren)** with Disabilities provision is increased to 21, if less than 21.
2. The following requirement applies to you:

**Reinstatement after Military Service:** *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

**Maine:**

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

**Massachusetts:**

1. The definition of **Terminal Illness or Terminally Ill** shown in the **Accelerated Benefit** cannot exceed 24 months.
2. **NOTICE: As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).**

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

**If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at [www.mass.gov/doi](http://www.mass.gov/doi).**

**Michigan:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**Minnesota:**

1. You or Your Dependents must be on a documented military leave of absence in order to qualify for the Military Leave of Absence continuation shown in the **Continuation Provisions**.
2. If there are 25 or more residents of Minnesota who are covered under The Policy, or there are fewer than 25 residents and those residents constitute 25% or more of the total number of people covered under The Policy, the Lay Off continuation shown in the **Continuation Provisions** shall not apply to you. The following requirement applies to you:

**Minnesota Coverage Continuation:** If You are voluntarily or involuntarily terminated or Laid Off by the Employer, You may elect to continue Your Life Insurance coverage (including Dependent Life coverage) by making premium payments to the Employer for the cost of continued coverage. Continued coverage will take effect on the date Your coverage would otherwise have ended and must be elected within 60 days from:

- 1) the date Your coverage would otherwise terminate; or
  - 2) the date You receive a written notice of Your right to continue coverage from the Employer;
- whichever is later.

The amount of premium charged may not exceed 102% of the premium paid for other similarly situated employees who are Actively at Work. The Employer will inform You of:

- 1) Your right to continue coverage;
- 2) the amount of premium; and
- 3) how, where and by when payment must be made.

Upon request, the Employer will provide You Our written verification of the cost of coverage.

Coverage will be continued until the earliest of:

- 1) the date You are covered under another group policy;
- 2) the date the required premium is due but not paid; or
- 3) the last day of the 18th month following the date of termination or Lay Off.

Upon the termination of continued coverage, You may:

- 1) exercise Your Conversion Right; or
- 2) continue coverage under a group Portability policy; and
- 3) qualify for Retiree coverage.

Minnesota law requires that if Your coverage ends because the Employer fails to notify You of Your right to continue coverage or fails to pay the premium after timely receipt, the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered.

3. If the following paragraph appears in the **Accelerated Benefit** provision, it does not apply to you:

In the event:

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

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

4. If there are 25 or more residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy, You are not required to be insured under The Policy for a specified period of time in order to exercise the **Conversion Right**.

#### Missouri:

1. The period in which You must remain Disabled to qualify for **Waiver of Premium** cannot exceed 180 days.
2. If Waiver of Premium is approved and You have completed the elimination period, We will retroactively refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled.
3. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

#### Montana:

1. The time period in which You are required to be insured under The Policy in order to exercise the **Conversion Right** cannot exceed 3 years.
2. If You are eligible to receive the **Felonious Assault Benefit**, We will not exclude for losses that result from a Felonious Assault committed by a member of Your family or a member of the household in which You live.
3. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate

#### New Hampshire:

1. Your Spouse may be eligible to continue his or her Life Insurance coverage in the event of divorce or separation as shown in the **Spouse Continuation** below:

**Spouse Continuation:** *Can coverage for my Spouse be continued in the event of divorce or separation?*

If:

- 1) You are a resident of New Hampshire;
- 2) You get a divorce or legal separation from a Spouse that is covered under The Policy; and
- 3) the final decree of divorce or legal separation does not expressly prohibit it;

Your former Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue his or her coverage within 30 days of the final decree of divorce or legal separation.

Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your former Spouse's coverage will not continue beyond the earliest of:

- 1) the 3-year anniversary of the final decree of divorce or legal separation;
- 2) the remarriage of the former Spouse;
- 3) Your death;
- 4) an earlier time as provided by the final decree of divorce or legal separation; or
- 5) a date the coverage would otherwise have ended under the Dependent Termination Provision.

#### New Mexico:

1. **For Your Questions and Complaints:**

Office of Superintendent of Insurance  
Consumer Assistance Bureau  
P.O. Box 1689

**New York:**

1. If the definition of **Spouse** requires the completion of a domestic partner affidavit, the requirement applies to you: The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:
  - 1) you are both are legally and mentally competent to consent to contract in the state in which you reside;
  - 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
  - 3) you have been living together on a continuous basis prior to the date of the application;
  - 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
  - 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**North Carolina:**

1. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
  - 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND



- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

### IMPORTANT TERMINATION INFORMATION

**YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.**

**THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

#### **North Dakota:**

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

#### **Ohio:**

1. Any references to the **Accelerated Benefit** shall be changed to the **Accelerated Death Benefit**.

#### **Oregon:**

1. The **Spouse** definition will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Dependent Child(ren)** definition will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

**Jury Duty:** If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

#### **Rhode Island:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

#### **South Carolina:**

1. The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if greater than \$2,000.
2. If the **Continuity from a Prior Policy for Disability Extension** provision is included in the Certificate and You qualify for continued coverage, Your Amount of Insurance will be the greater of the amount of life insurance and accidental death and dismemberment principal sum that You had under the Prior Policy or the amount shown in the Schedule of Insurance. This Amount of Insurance will be reduced by any coverage amount that is in force, paid or payable under the Prior Policy or that would have been payable under the Prior Policy had timely election been made.
3. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Waiver of Premium**, Your coverage under the terms of this provision will not be affected. Your Dependent coverage will continue for a period of 12 months from the date of Policy termination and will be subject to the terms and conditions of The Policy.
4. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Disability Extension**, Your and Your Dependent's coverage will be continued for a period of up to 12 months from the date The Policy terminated or Your Employer ceased to be a Participating Employer, as long as premiums are paid when due. Coverage during this period will be subject to the other terms and conditions of the **Disability Extension Ceases** provision. When this extension period is exhausted, You may be eligible to

exercise the **Conversion Right** for You and Your Dependent's coverage. **Portability Benefits** will not be available

**South Dakota:**

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.

**Texas:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de The Hartford's para obtener información o para presentar una queja al:

1-800-523-2233

Usted también puede escribir a The Hartford:

P.O. Box 2999  
Hartford, CT 06104-2999

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**Utah:**

1. We will send **Claim Forms** within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.
2. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

3. When We determine that benefits are payable, We will make **Claim Payments** within no more than 45 days after **Proof of Loss** is received.
4. Any reference to fraud within the **Incontestability** provision does not apply to You.
5. A Sickness or Injury continuation of at least 6 months must be included in the **Continuation Provisions**.

**Vermont:**

1. The following requirement applies:

**Purpose:** This requirement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this requirement, the civil union must have been established in the state of Vermont according to Vermont law.

**General Definitions, Terms, Conditions and Provisions:** The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**Cautionary Disclosure:** THIS NOTICE IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE NOTICE. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS NOTICE. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT

2. Interest on a **Claim Payment** is payable from the date of death until the date payment is made at an interest rate of 6% annually or Our corporate interest rate, whichever is greater.

**Virginia:**

1. **For Your Questions and Complaints:**

Life and Health Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23209  
1(804) 371-9741 (inside Virginia)  
1(800) 552-7945 (outside Virginia)

**Washington:**

1. The following **Disputed Diagnosis** requirement applies to You:

**Disputed Diagnosis:** *What happens if a dispute occurs over whether I am Terminally Ill or my Dependent is Terminally Ill?*

If Your or Your Dependent's attending Physician, and a Physician appointed by Us, disagree on whether You or Your Dependent are Terminally Ill, Our Physician's opinion will not be binding upon You or Your Dependent. The two parties shall attempt to resolve the matter promptly and amicably. If the disagreement is not resolved, You or Your Dependent have the right to mediation or binding arbitration conducted by a disinterested third party who

has no ongoing relationship with either You or Your Dependent or Us. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.

2. A Labor Dispute continuation of at least 6 months must be included in the **Continuations Provisions**.
3. The **Dependent Child(ren)** definition will always include children related to You by domestic partnership.
4. The definition of **Spouse** will always include domestic partners.
5. The provision titled **Suicide** does not apply to you.

**Wisconsin:**

1. **For Your Questions and Complaints:**  
To request a Complaint Form:  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1(800) 236-8517 (outside of Madison)  
1(608) 266-0103 (in Madison)



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)

**CERTIFICATE OF INSURANCE**

**Policyholder:** HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Policy Number:** GL-875384

**Policy Effective Date:** January 1, 2015

**Policy Anniversary Date:** January 1, 2019

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

Signed for the Company

A handwritten signature in dark ink, appearing to read "Lisa Levin".

*Lisa Levin, Secretary*

A handwritten signature in dark ink, appearing to read "Michael Concannon".

*Michael Concannon, President*

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*A note on capitalization in this Certificate:*

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

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## SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of October 1, 2018.

**Cost of Coverage:**

**Contributory Coverage:** Basic Life Insurance

**Disclosure of Fees:**

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

**Disclosure of Services:**

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

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

Full-time Employment: at least 40 hours weekly

**Eligibility Waiting Period for Coverage:**

The first day of the month following the date You were hired.

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

### Life Insurance Benefit

**Amount of Life Insurance:**

Basic Amount of Life Insurance

**Maximum Amount**

1.5 times Your annual Earnings, subject to a maximum of \$350,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Basic Amount of Life Insurance be less than \$23,000.

**Reduction in Amount of Life Insurance**

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

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

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:** *Who is eligible for coverage?*

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

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

You will become eligible for coverage on the latest of:

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

**Enrollment:** *How do I enroll for coverage?*

To enroll for Contributory Coverage, You must:

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

If You do not enroll for Your coverage within days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may enroll for Your coverage.

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

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

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

- 1) enroll more than 0 days after the date You are first eligible to enroll; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 0 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 0 days after the date You were first eligible to enroll.

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

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

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

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

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

## **PERIOD OF COVERAGE**

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

Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, if You do so within days from the date You are eligible.

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

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

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

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

If, on the date You are to become covered:

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

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

**Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would



otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance:

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

reduced by any coverage amount:

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

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

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

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

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

**Change in Coverage:** *When may I change my coverage?*

After Your initial enrollment You may increase or decrease coverage at any time.

**Increase in Amount of Life Insurance:** *If I request an increase in the Amount of Life Insurance, must I provide Evidence of Insurability?*

If You are:

- 1) already enrolled for an Amount of Basic Life Insurance under The Policy, then You must provide Evidence of Insurability; or
- 2) not already enrolled for an Amount of Basic Life Insurance under The Policy, You must provide Evidence of Insurability for any amount of Basic Life Insurance coverage including an initial amount.

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with any one of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

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

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

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

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

**Status Change:** If You are:

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

Your coverage may be continued until the last day of the third consecutive month after the date Your scheduled hours were reduced.

**Disability Insurance:** If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a group long term disability insurance policy, issued by Us to Your Employer, Your coverage may be continued for a period of 12 consecutive month(s) from the date You were last Actively at Work while You remain disabled.

**Sickness or Injury:** If You are not Actively at Work due to sickness or injury, all of Your coverages may be continued:

- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

**Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

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

This provision applies only to Your Basic Life Insurance.

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

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

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

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

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

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

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when you become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work or provide proof that You have been diagnosed with a life expectancy of 12 months or less; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

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

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

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

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

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

However, if We deny Waiver of Premium, You may be eligible to:

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

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

**Benefit Payable before Approval of Waiver of Premium:** *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 months or more; and
- 3) premiums had been paid for coverage.

**Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age if Disabled prior to age 60.

*What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

**Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium Your coverage under the terms of this provision will not be affected.

## **BENEFITS**

**Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

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

**Accelerated Benefit:** *What is the benefit?*

In the event that You are diagnosed as Terminally Ill while You are:

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

- 2) under age 60;

We will pay the Accelerated Benefit in a lump sum amount as shown below, provided We receive proof of such Terminal Illness.

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. Any premium required will be based on the amount of Your life insurance remaining after the Accelerated Benefit is paid under this benefit.

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

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

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

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
  - 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;
- You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

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

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

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

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

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

**Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except nonpayment of premium, You have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any Amount of Life Insurance for which You were not eligible and covered under The Policy.

If coverage under The Policy ends because:

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

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

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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

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

**Conversion:** *How do I convert my coverage?*

To convert Your coverage You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have Your Employer sign the form.

The Insurer must receive this within:

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

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

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

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

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

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

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

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

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

until such coverage ends.

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

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

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

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

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

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

**Portability Benefits:** *What is Portability?*

Portability is a provision which allows You to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events.

**Qualifying Events: *What are Qualifying Events?***

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends;  
provided the Qualifying Event occurs prior to Normal Retirement Age.

**Electing Portability: *How do I elect Portability?***

You may elect Portability for Your coverage after Your Basic Life Insurance coverage ends due to a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for yourself, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

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

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

**Limitations: *What limitations apply to this benefit?***

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed \$250,000 for You.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You were not eligible and covered.

In addition Portability is not available if You are entering active military service.

**Effect of Portability on Other Provisions: *How does Portability affect other Provisions?***

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability Benefit.

## **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent to Us or Our representative within 365 day(s) after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

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

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

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

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

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

**Claim Payment:** *When are benefit payments issued?*

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

Benefits may be subject to interest payments as required by applicable law.

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

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

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

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

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$250 to any person equitably entitled to payment by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

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

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

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

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

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

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

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

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

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

In no event may a beneficiary be changed by a power of attorney.

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

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

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

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

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

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

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

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

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

**Incontestability:** *When can the Life Insurance Benefit of The Policy be contested?*

Except for non-payment of premiums, Your Life Insurance Benefit cannot be contested after two years from its effective date.

In the absence of fraud, no statement made by You relating to Your insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You.



All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

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

You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to the following:

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

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

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

**Insurance Fraud:** *How does the Company deal with fraud?*

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

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

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

## DEFINITIONS

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

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

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

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

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

**Earnings** means Your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or

any other fringe benefits or extra compensation, in effect on the date immediately prior to the last day You were Actively at Work.

**Employer** means the Policyholder.

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

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

**Physician** means a person who is:

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

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

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

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

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

**You or Your** means the person to whom this Certificate of Insurance is issued.



**Maryland**

**The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

## State Notices

**IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:** There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us or one of our contracted administrators as follows:

**The Hartford**  
**Group Benefits Division, Customer Service**  
**P.O. Box 2999**  
**Hartford, CT 06104-2999**  
**1-800-523-2233**

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

### **Alaska:**

4. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
5. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

### **Arizona:**

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

### **Arkansas:**

2. **For Your Questions and Complaints:**  
Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
Toll Free: 1(800) 852-5494  
Local: 1(501) 371-2640

### **California:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

#### **Eligibility Determination**

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine the Covered Person's eligibility for benefits for any claim the Covered Person or the Covered Person's estate make on the Policy. We will:

- (a) obtain with the Covered Person's cooperation and authorization if required by law, only such information that is necessary to evaluate his/her claim and decide whether to accept or deny his/her claim for benefits. We may obtain this information from the Covered Person's Notice of Claim, submitted proofs of loss, statements, or other materials provided by the Covered Person or others on the Covered Person's behalf; or, at Our expense. We may obtain necessary information, or have the Covered Person

physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at the Covered Person's option and at his/her expense, the Covered Person may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of the Covered Person's choice. The Covered Person should provide Us with all information that he/she want Us to consider regarding his/her claim;

- (b) as a part of Our routine operations, We will apply the terms of the Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- (c) if We approve the Covered Person's claim, We will review Our decision to approve his/her claim for benefits as often as is reasonably necessary to determine his/her continued eligibility for benefits;
- (d) if We deny the Covered Person's claim, We will explain in writing to the Covered Person the basis for an adverse determination in accordance with the Policy as described in the provision entitled Claim Denial.

In the event We deny the Covered Person's claim for benefits, in whole or in part, he/she can appeal the decision to Us. If the Covered Person chooses to appeal Our decision, the process he/she must follow is set forth in the Policy provision entitled **Claim Appeal**. If the Covered Person does not appeal the decision to Us, then the decision will be Our final decision.

## 2. **For Your Questions and Complaints:**

State of California Insurance Department  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
Toll Free: 1(800) 927-HELP  
TDD Number: 1(800) 482-4833  
Web Address: [www.insurance.ca.gov](http://www.insurance.ca.gov)

## **Colorado:**

1. Dependent Child coverage if shown in the **Dependent Termination** provision of the **Period of Coverage** section will not terminate if the Dependent Child is enrolled in a postsecondary education institution and takes a medical leave of absence before the earlier of:
  - a) one year after the first day of the Medically Necessary Leave of Absence; or
  - b) the date the coverage would otherwise terminate under the terms of coverage.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution or a change in enrollment of the Dependent Child at the institution that:

- a) begins while the Dependent Child is suffering from a serious illness;
  - b) is medically necessary; and
  - c) causes the Dependent to lose student status for the purpose of Dependent Child coverage.
2. The definition of **Dependent Child(ren)** includes children related to You by a civil union and domestic partnership.
  3. The definition of **Spouse** includes Your partner in a civil union or domestic partnership.
  4. The list of changes in the **Change in Family Status** provision, if shown in the **Eligibility and Enrollment** also applies to coverage for civil unions and domestic partnership.
  5. **The following eligibility and enrollment requirements apply to you:**

### **Newlywed Coverage:**

If You marry or enter into a civil union or You execute a domestic partner affidavit while covered under The Policy, Your Spouse or party to a civil union or domestic partner shall automatically become covered under The Policy for 31 days of the date of marriage or civil union or domestic partnership. Benefits and amounts will be the minimum amount for those We are providing for Spouse coverage under The Policy at that time.

Coverage of Your Spouse or party to a civil union or domestic partnership will cease after 31 days of the date of marriage or civil union or domestic partnership unless You:

- a) request in writing that coverage for Your Spouse or party to a civil union or domestic partner be continued; and
- b) pay the additional required premium.

### **Newborn/New Child Coverage:**

If, while covered under The Policy, You:

- a) have a newborn child; or
- b) adopt or receive a foster or stepchild;

the child will become covered under The Policy for 31 days of the date of birth or the date of financial dependence on You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under The Policy at that time.

Coverage of the new child will cease after 31 days of the date of birth or financial dependence unless You:

- a) request in writing that coverage for Your child be continued; and
- b) pay the additional required premium.

**Florida:**

1. **NOTICE:** The benefits of the Policy providing your coverage are governed primarily by the laws of a state other than Florida; unless the Policy issue state is Florida. Please contact Your Employer with any questions. The preceding does not apply if the policy was issued in the state of Florida.

**Idaho:**

1. **For Your Questions and Complaints:**

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, ID 83720-0043  
Toll Free: 1(800) 721-3272  
Web Address: [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**Illinois:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. **For Your Questions and Complaints**  
Illinois Department of Insurance  
Consumer Services Station  
Springfield, IL 62767  
Consumer Assistance: 1(866) 445-5364  
Officer of Consumer Health Insurance 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

**STATE OF ILLINOIS**  
**The Religious Freedom Protection and Civil Union Act**  
**Effective June 1, 2011**

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at [www.insurance.illinois.gov](http://www.insurance.illinois.gov).

**Kansas:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

**Policy Interpretation.** Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

**Louisiana:**

1. The following requirements apply to the definition of **Dependent Child(ren)** :
  - a) an unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
  - b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
  - c) your unmarried grandchild who is in your legal custody;
  - d) a limiting age of 21 years, or 24 years if a student, if less than such ages;
  - e) an unmarried Child to age 24, if a student and deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; and
  - f) an unmarried Child who is subsequently called to military service and any required premium is paid.

2. The following requirement applies to you:

**Reinstatement after Military Service:** *Can my coverage be reinstated after return from active military service?*  
If:

- a) Your coverage terminates because You enter active military service; and
- b) You are rehired within 12 months of the date You return from active military service;

then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- a) be the same coverage amounts in force on the date coverage terminated; and
- b) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- c) be subject to all the terms and provisions of The Policy.

**Maine:**

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

2. The time period stated in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
3. The time period stated in the **Claim Forms** provision shown in the **General Provisions** section is changed to 15 days if not already 15 days.
4. The time periods stated in the **Sending Proof of Loss** provision shown in the **General Provisions** section are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
5. The time period stated in the **Claim Payment** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
6. The dollar amount stated in the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$2,000 if not already \$2,000.
7. The phrase "In the absence of Insurance Fraud" in the **Misstatements** provision does not apply to you.

**Michigan:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.



### Minnesota:

1. The definition of **Disabled or Total Disability** in the **Permanent Total Disability** Benefit is replaced by the following:

**Disabled or Total Disability**, for the purpose of this Benefit, means Your or Your Spouse's:

- a) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- b) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- c) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

Your unemployed Spouse must be:

- a) regularly attended by Physician; and
- b) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

### Montana:

2. The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
3. The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
4. The 2<sup>nd</sup> paragraph of the **Conversion Policy Provisions** does not apply to you.
5. The dollar amount stated in the second paragraph of the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$500, if not \$500.
6. The following requirement applies to you:

**Payable Interest:** *Is interest payable on death claims?*

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

### New Hampshire:

1. Item 1 of the definitions of **Disabled** and **Disabled or Disability** if shown in the **Definitions** section is replaced by the following:
  - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
2. Item 3 of the last paragraph of the **Sending Proof of Loss** provision shown in the **General Provisions** section does not apply to you.
3. Item 3 of the **Conditions for Qualification** provision is replaced by the following:
  - 3) provide such proof in accordance with the Sending Proof of Loss provision.
4. The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
5. Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
  - 1) Operates pursuant to law;
6. The following continuation requirement applies to you:

**Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

  - 1) the last day of the third year following the anniversary of a final divorce or legal separation;
  - 2) the date You remarry;
  - 3) the date Your former Spouse remarries;
  - 4) a date specified in the final divorce decree;
  - 5) the date Your former Spouse fails to pay any premiums that may be due; or
  - 6) the date You die.
7. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.

**New York:**

1. **NOTICE:** The insurance evidenced by this certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE — THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

**North Carolina:**

1. If your coverage is issued through a trust, the **Sending Proof of Loss** provision in the **General Provisions** section is amended such that the submission of **Proof of Loss** must be sent within 180 days after the loss.
2. If your coverage is issued through a trust, reference to fraud in **Misstatements** provision in the **General Provisions** section is not applicable.

**Oregon:**

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
3. The **Continuation Provisions** section is amended to include the following for Employers with 10 or more employees:  
Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:
  - 1) elected to have Your coverage continued; and
  - 2) provided notice of the election to Your employer in accordance with Your employer's notification policy.

**Rhode Island:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
3. The following continuation requirement applies to you:  
Family Military Leave of Absence: If Your spouse or child enters active full-time military service outside of the continental United States, Hawaii, Puerto Rico or Alaska, and You:
  - 1) have been employed with the same employer for at least two years; and
  - 2) have completed 1,250 hours of service during a 12 month period immediately prior to the date Military Leave of Absence would begin; and
  - 3) have exhausted all the other time made available to You by Your Employer except sick time and short term disability;then Your coverage may be continued for up to 30 days. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

To elect a Family Military Leave of Absence, You must notify Your Employer at least 14 days prior to the date the leave would begin if the leave would consist of five or more consecutive work days. For a leave of less than five days, the Employee should give notice as soon as reasonable possible.

**South Carolina:**

1. The time period in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 20 days, if not already 20 days.
2. The following physical exam and autopsy requirement applies to you:  
Autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
3. Item 2 of the **Legal Actions** provision shown in the **General Provisions** section is replaced by the following:
  - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Texas:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. **IMPORTANT NOTICE** **AVISO IMPORTANTE**

To obtain information or make a complaint:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de The Hartford's para obtener información o para presentar una queja al:

1-800-523-2233

Usted también puede escribir a The Hartford:

P.O. Box 2999  
Hartford, CT 06104-2999

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

#### **Utah:**

1. The following benefits are not available:
  - o **Anti-Inflation Benefit**
  - o **Therapeutic Counseling Benefit**
  - o **Accidental Death Benefit with Double Indemnity while On a Common Carrier**
  - o **Accidental Death Motor Vehicle Benefit**
  - o **Accidental Death Benefit while in a Covered Accident**
  - o **Accidental Death and Dismemberment: while Actively at Work**
  - o **Double Indemnity while On A Common Carrier**
2. The maximum age for a student stated in the **Child Education Benefit** is changed to 26 if not already 26.
3. Regarding the definition of **Dependent Child(ren)** if shown in the **Definitions** section:
  - a) items a and b of item 2 do not apply to you
  - b) the second item 2 does not apply to you
  - c) the maximum age for a child is 26 if not already 26.

4. A qualifying **Change in Family Status** will also include from the date of placement for adoption with You.
5. Item 3 of the **Sending Proof of Loss** provision, in the **General Provisions** section does not apply to you.
6. The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.
7. Waiting periods must be eliminated from all **Accidental Death and Dismemberment** policies, including the **Accidental Hospital Income Benefit**.

**Vermont:**

1. **Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.  
**Definitions, Terms, Conditions and Provisions:** The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and are hereby superseded as follows:
  - a) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
  - b) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
  - c) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
  - d) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
  - e) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

**Virginia:**

1. **For Your Questions and Complaints:**  
Life and Health Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23209  
1(804) 371-9741 (inside Virginia)  
1(800) 552-7945 (outside Virginia)

**Washington:**

1. The **Accelerated Benefit** is not available.

**Wisconsin:**

1. The time periods stated in the **Claim Appeal** provision shown in the **General Provisions** section are removed.
2. **For Your Questions and Complaints:**  
To request a Complaint Form:  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1(800) 236-8517 (outside of Madison)  
1(608) 266-0103 (in Madison)



## CERTIFICATE OF INSURANCE

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

**Policyholder: HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**Policy Number: ADD-S08167**

**Policy Effective Date: January 1, 2015**

**Policy Anniversary Date: January 1, 2016**

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

Signed for the Company

*Lisa Levin, Secretary*

*Michael Concannon, President*

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*A note on capitalization in this Certificate:*

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

**Table of Contents**

Schedule of Insurance  
Period of Coverage  
Benefits  
Exclusions  
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Definitions

## SCHEDULE OF INSURANCE

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

Basic Accidental Death and Dismemberment Insurance

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

Full-time Employees: at least 40 hours weekly.

**Eligibility Waiting Period for Coverage:**

The first day of the month following the date You were hired

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

### **Accidental Death and Dismemberment Benefit (AD&D)**

#### **Basic AD&D Principal Sum**

##### **Principal Sum**

The Principal Sum applicable to You is the amount for which:

- a) You are eligible to request as determined below;
- b) You have given us a Written Request; and
- c) the required premium is paid.

**Principal Sum Amount:** 1 times Earnings, subject to a Maximum Amount of \$250,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000, and a minimum of \$15,000.

#### **Additional Benefits:**

**Seat Belt and Air Bag Coverage:**

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$25,000

Air Bag Benefit Amount: 5% of Principal Sum to a maximum amount of \$5,000

#### **Coma Benefit:**

Waiting Period: 30 day(s)

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:** *Who is eligible for coverage?*

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

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

You will become eligible for coverage on the latest of:

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

**Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You for the Amount of Basic Accidental Death and Dismemberment Insurance. However, You will be required to complete a beneficiary designation form.

## PERIOD OF COVERAGE

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

Coverage will start on the date You become eligible.

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

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

If, on the date You are to become covered:

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

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

**Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Effective Date, You were insured under the Prior Policy, but on the Effective Date, You were not Actively at Work, but would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the amount of accidental death and dismemberment principal sum:

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

reduced by any coverage amount:

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

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

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

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

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

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with one of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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



4) terminates if The Policy terminates.

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

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

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

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

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

**Status Change:** If You are:

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

Your coverage may be continued until the last day of the third consecutive month after the date Your scheduled hours were reduced.

**Family and Medical Leave:** If You are granted a leave of absence, in writing, in accordance with state and/or federal family and medical leave laws, all of Your coverages may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your insurance would have terminated. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

**Reinstatement after Military Service:** *Can my coverage be reinstated after return from active military service?*

If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within 12 months of the date Your coverage terminated;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work.

The reinstated coverage will be the same coverage amounts in force on the date coverage terminated and will be subject to all the terms and provisions of The Policy.

## BENEFITS

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

If You sustain an Injury that results in any of the following Losses, except loss of Life, within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision. The loss period does not apply to Loss of Life.

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

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

### For Loss of:

### Benefit:

Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum

Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

**Loss** means with regard to:

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

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

**Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*

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

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

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

This Benefit will be paid:

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

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

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

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

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

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

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated, if the Injury was sustained or contracted as a consequence of the person being Intoxicated; or
- 2) under the influence of any narcotic, unless administered on the advice of a Physician.

**Intoxicated** means:

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

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

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

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

If, as a result of an Injury, You:

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

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

This Benefit will be paid:

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

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

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

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

**Coma** means complete and continuous:

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

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

## EXCLUSIONS

**Exclusions:** *What losses are not covered?*

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

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;

(We will refund the pro rata portion of any premium paid for You while You are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You enter the armed forces);

- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;

- 6) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained or contracted in consequence of being under the influence of any narcotic; unless administered on the advice of a Physician;
- 8) Injury sustained while committing or attempting to commit a felony; or
- 9) Injury sustained or contracted in consequence of being Intoxicated.

**Intoxicated means:**

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

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

All proof submitted must be satisfactory to Us.

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

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

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

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

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

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

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

**Claim Payment:** *When are benefit payments issued?*

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

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

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

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

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

In addition, We may, at Our option, pay a portion of Your Accidental Death Benefit up to \$1,000 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

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

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

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

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

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

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

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

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

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

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

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

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

This written notification will:

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

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

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

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

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

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

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

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

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

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

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

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

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

**Insurance Fraud:** *How does the Company deal with fraud?*

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

**Misstatements:** *What happens if facts are misstated?*

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

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

## DEFINITIONS

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

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

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

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

Actively at Work does not include everyday travel to and from work.

**Airworthiness Certificate** means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Civil or Public Aircraft** means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

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

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

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

**Employer** means the Policyholder.

**FAA** means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

**Injury** means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

**Military Transport Aircraft** means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

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

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

**On** means, when used with reference to any conveyance (land, water or air), in or on, boarding or alighting from the conveyance.

**Physician** means a person who is:

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

**Prior Policy** means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

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

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

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

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



**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company  
Simsbury, Connecticut  
Member of The Hartford Insurance Group**

## **Attachment 0 - HACP Claims Report**

# LTD Absence Detail Enhanced for HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

All Active or Pended Claims as of 10/20/2024 and Closed or Denied Claims Between: 01/01/2022 and 10/18/2024



**Options Selected:**

Report Criteria: **Claim Status**  
Claim Status: **Active Pended Closed Denied**  
Report Primary Grouping: **Levels**

**Report Description:**

The LTD Absence Detail Enhanced report can be pulled by PDF (detail and summary) or Excel (detail). The Excel version contains both Employee and Employer demographics along with details related to the claim. The report can be run by date reported, date of disability, claim status (open and pending as of yesterday and closed and denied in the report period. The approved thru date will only bring in approved claims with an approved through in the report period (start and end date). Reported claims as of today will be included in the report if all other criteria fit; updated data will show on the following date. When claim detail is needed for open claims, run the report by claim status and active only for today's date.

**Company Confidential is business sensitive information that if compromised could result in competitive disadvantage, lost business, legal action and/or regulatory fines. Company Confidential includes information explicitly deemed sensitive by business areas, as well as data associated with regulated processes (i.e. SOX, SEC / FINRA, etc.), and any information that requires protection under Non-Disclosure Agreements (NDA) and/or other agreements.**

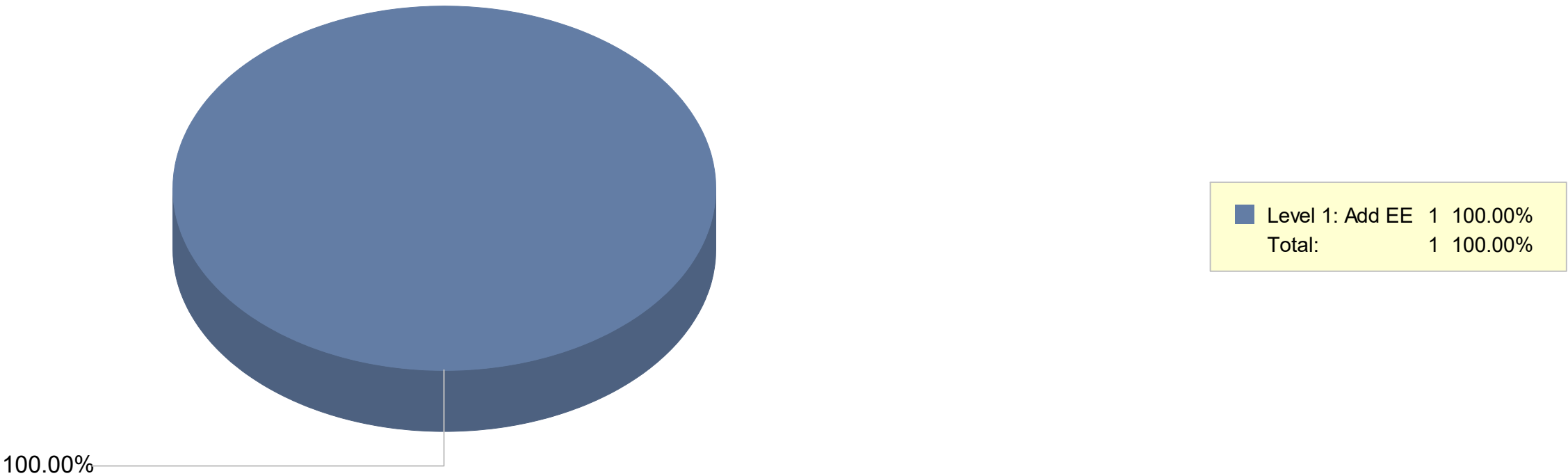
Run Date: 10/21/2024  
Data Date: 10/20/2024

\*\*\* **REPORT ID** \*\*\*  
**3017**



Executive Summary

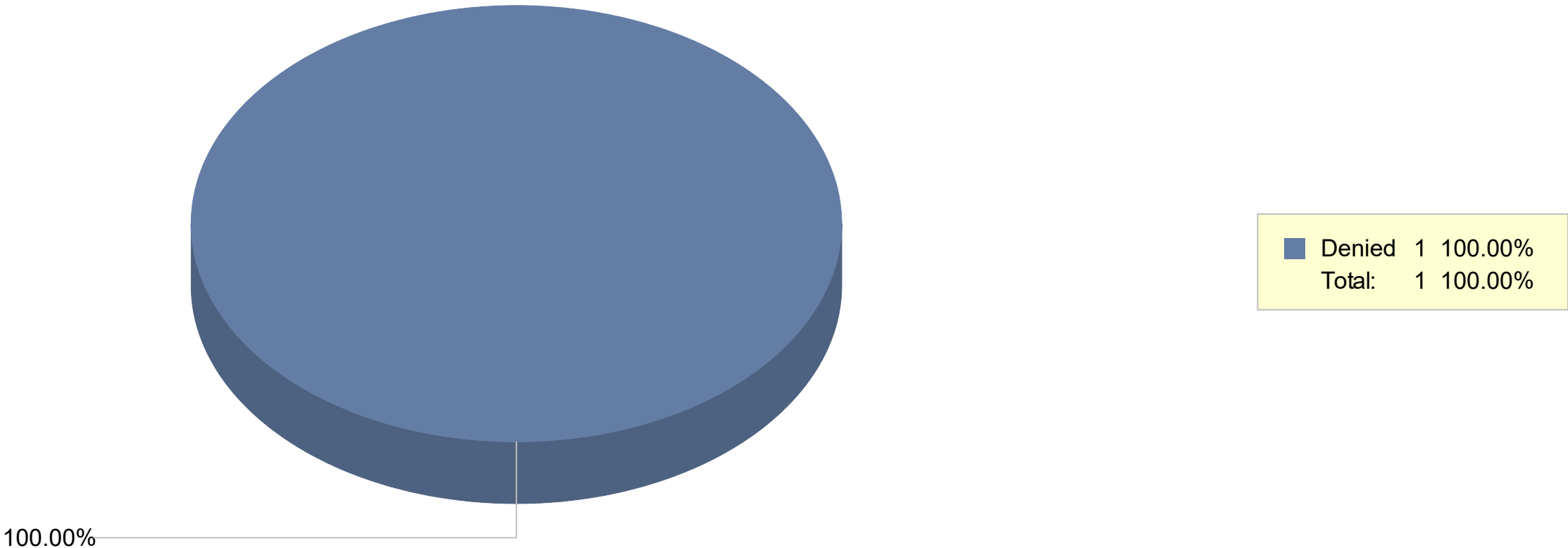
Claim Count by Top 10 Level 1 Grouping





Executive Summary

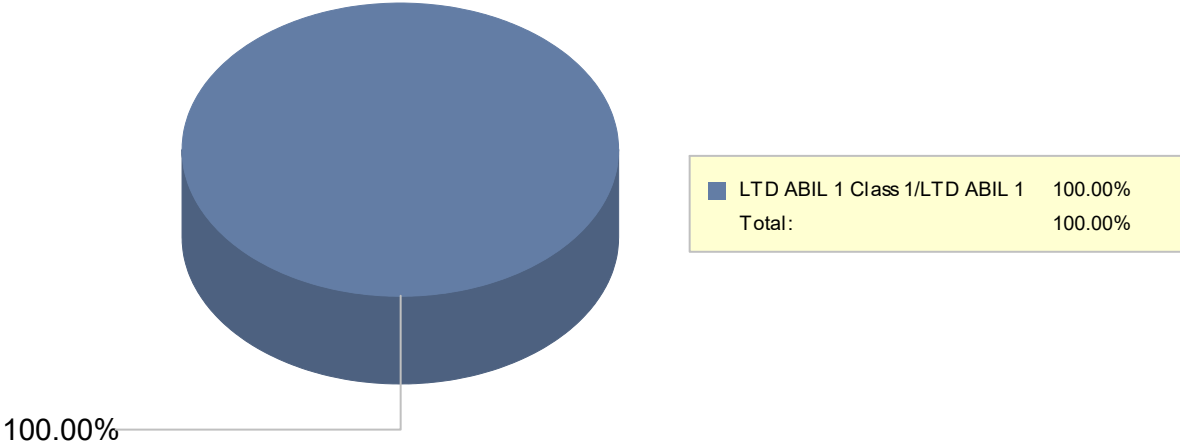
Claim Count by Status of Claim



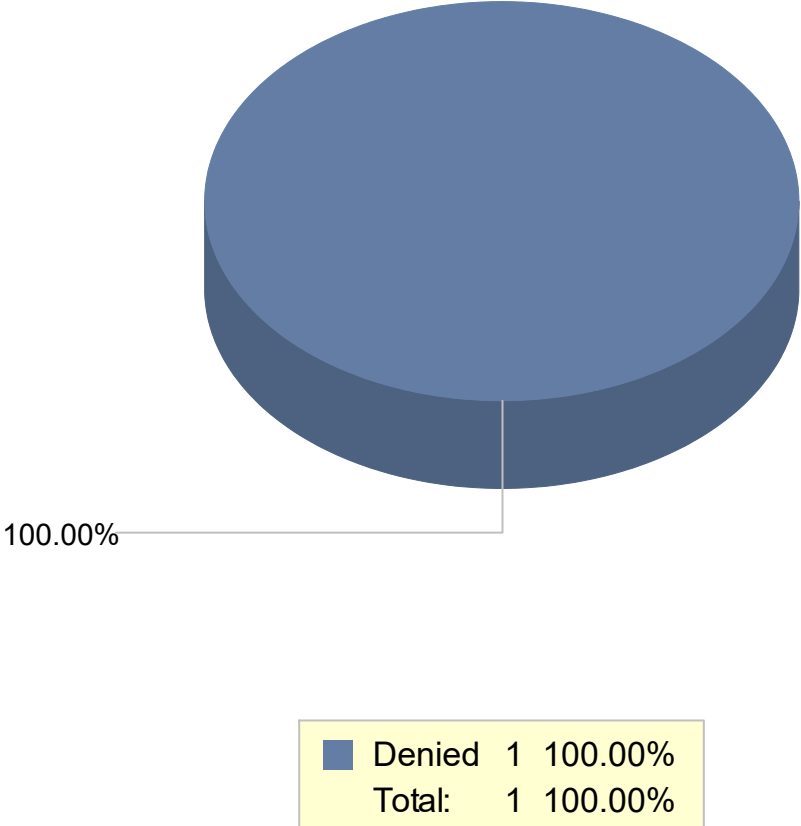


Executive Summary

Claim Count by Top 10 Plan Names



Claim Count by Status of Claim



LTD Absence Detail Enhanced for HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
All Active or Pended Claims as of 10/20/2024 and Closed or Denied Claims Between: 01/01/2022 and 10/18/2024



Employee Name	Employee ID	Claim ID	Date Reported	Date of Disability	First Day Absent	Benefit Begin Date	Approved Through Date	(P)rojected (A)ctual RTW	Benefit End Date	Total Days Apprvd	Status of Claim	Status	Status Reason	Claim Owner	Plan Name	Work Related	Source
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Level 1: Level 1: Add EE

1 claim(s)

M'Cray, Barbara	XXXXXX2190	46420848	08/06/2024	02/26/2024	02/26/2024	08/24/2024			01/10/2043	0	Denied	Denied	Incomplete Claim	Standalone Claim Tech User	LTD ABIL 1 Class 1/LTD ABIL 1	N	THAA
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Executive Summary

Claim Count by Status of Claim and Status Reason

	Total		
	# of Claims	% Based on Total Claims	% Based on Status of Claim
Total Claims	1	100.00%	
Denied	1	100.00%	100.00%
Incomplete Claim	1	100.00%	100.00%



LTD Absence Detail Enhanced for HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
All Active or Pended Claims as of 10/20/2024 and Closed or Denied Claims Between: 01/01/2022 and 10/18/2024



Report Legend

Column Name	Formats Available	Description
Actual RTW Date	MS Excel-Data Only	The actual date the Employee returned to work.
Benefit Begin Date	PDF + MS Excel	The date payments begin; often times after the elimination period has been satisfied
Benefit End Date	MS Excel-Data Only	The calendar date on which the Employee's benefits are scheduled to end. The last day for which benefits will be payable. Also known as Maximum Benefit Date
Claim ID	PDF + MS Excel	System generated unique identifier assigned to each claim.
Claim Owner	MS Excel-Data Only	Name of the Claim Analyst managing claim
Claim Status	MS Excel-Data Only	System generated status of a claim based on the following: Pending where the claim is waiting on a decision, Open, where a decision of approved has been made, or Closed where a decision was made to approve or deny
Date of Birth	MS Excel-Data Only	The birth date of the Employee filing a claim.
Date of Disability	PDF + MS Excel	The date the Employee became disabled in accordance with the plan definition for disability claims.
Date of Hire	MS Excel-Data Only	Employee's latest date of hire
Date Reported	PDF + MS Excel	The date the claim was reported (created)
Employee ID	PDF + MS Excel	Either Company Employee ID or System Generated ID Employee ID or eyed is THAA unique ID Company Employee ID is company own Employee ID
Employee Name	PDF + MS Excel	Name of Employee with a claim or leave
First Day Absent	PDF + MS Excel	The date on which the Employee was first absent from work.
Gender	MS Excel-Data Only	Gender designation
Initial Approval Date	MS Excel-Data Only	The first date the claim was approved based on supporting documentation
Intake Method	MS Excel-Data Only	The method used by the Employee or Employer to report a claim.
Job Title	MS Excel-Data Only	The Employee's job title as seen on the eligibility file
Last Day Worked	MS Excel-Data Only	The last day the claimant was at work, as identified by the employer.
Location	MS Excel-Data Only	Customer specific location code
Plan Name	PDF + MS Excel	The plan name represents the plan design associated with that specific contract
Product	MS Excel-Data Only	The name of the Product (Coverage) with which the policy was issued.
Projected RTW	MS Excel-Data Only	The subjective date an Employee gives at intake or later upon update
Status	PDF + MS Excel	The decision for a specified time period or if there is no time period, the current status of pend, approve, deny or terminate

LTD Absence Detail Enhanced for HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

All Active or Pended Claims as of 10/20/2024 and Closed or Denied Claims Between: 01/01/2022 and 10/18/2024



Report Legend		
Column Name	Formats Available	Description
Status Date	MS Excel-Data Only	This date identifies a change in status of a claim/ leave or request
Status of Claim	PDF + MS Excel	A derived status based on whether a claim is new with no decision to date (Pended), approved and open (Active), Approved and Closed (Closed) or Closed and No Approval (Denied)
Total Days Approved	PDF + MS Excel	The total number of approved calendar days
Union Flag	MS Excel-Data Only	Indicates whether the Employee is a member of a Union
Union Name	MS Excel-Data Only	Union Name for which the Employee participates
WC Carrier	PDF + MS Excel	Name of the carrier who handles the worker's comp claim
WC Claim ID	MS Excel-Data Only	System generated unique identifier assigned to each WC claim.
WC Status	MS Excel-Data Only	Current status of the worker's compensation claim
Work Related	PDF + MS Excel	Claim identified as work related
Work State	MS Excel-Data Only	State in which the Employee works
Approved Through Date	MS Excel-Data Only	The latest date that the claim is approved
Case ID-Coverage-EE Group (CCG)	MS Excel-Data Only	A unique value related to company structure
Client Specific Field(s)	MS Excel-Data Only	A field utilized by the Employer to their own internal reasons and for the purpose of reporting off of that field
CNS Contact	MS Excel-Data Only	Based on cancelled claims only, this is the Contact responsible
CNS Subject	MS Excel-Data Only	Based on cancelled claims only, this is the reason for the cancellation
Modified Duty Flag	MS Excel-Data Only	Indicates whether an Employee retuned to work on Modified Duty at any time in the life of the claim
Modified Duty Restriction Type	MS Excel-Data Only	Type of modified duty (work restriction) upon returning to work
Modified Work Description	MS Excel-Data Only	Identifies return to work status of full duty or restriction/modified duty
Reporting Level(s)	MS Excel-Data Only	Levels are the basis of the company structure and is utilized for the security level of reporting
Source	MS Excel-Data Only	Claim System in which the claim resides
SS Award Date	MS Excel-Data Only	Primary Social Security benefit approval date
SS Entitlement Date	MS Excel-Data Only	The date the Employee becomes eligible for social security benefits
SS Status Level	MS Excel-Data Only	The social security disability Primary status
Status Reason	PDF + MS Excel	Reason associated with the claim's current status decision
Takeover Flag	MS Excel-Data Only	Indicator to reflect if this claim originated with a prior vendor
Transition Date	MS Excel-Data Only	The date in which there is a change in the definition of disability from own occupation to any occupation
Work Status	MS Excel-Data Only	Reflects whether an Employee is on claim with modified duty or claim is closed and Employee RTW (At Work) or the Employee remains on disability (Not at Work)

Life Claims Status and Payment Report for HOUSING  
AUTHORITY OF THE CITY OF PITTSBURGH

Report includes Pending and Denied claims through 10/18/2024 and all Paid claims  
processed between 01/01/2022 and 10/18/2024

Parameters Selected:  
Status: All

Run Date: 10/21/2024  
Data Date: 10/21/2024  
Report ID: 80002

The Life Claims Status and Payment Report displays Hartford Carrier Life claims

Policy Number	Loss Unit	Loss Unit Name	Product	Claim Type	Claim ID	Claimant Role	Gender	Date Of Birth	Date Of Disability	Date Of Death	Date Reported	Process Date	Claim Status	Death Benefit	Paid Death Benefit	Interest	Paid Death Benefit with Interest	Denial Reason
875384G	001	HOUSING AUTHORITY CITY OF PITTSBURGH	LIFE	BTRM	17644054	EMPLOYEE	M	02/04/1965	07/15/2022	07/16/2022	08/15/2022	08/17/2022	PAID	\$85,000.00	\$85,000.00	\$0.00	\$85,000.00	
875384G	001	HOUSING AUTHORITY CITY OF PITTSBURGH	LIFE	BTRM	17736086	EMPLOYEE	F	07/12/1956	08/26/2022	09/02/2022	01/18/2023	01/30/2023	PAID	\$76,000.00	\$76,000.00	\$0.00	\$76,000.00	
875384G	001	HOUSING AUTHORITY CITY OF PITTSBURGH	LIFE	BTRM	17921473	EMPLOYEE	M	12/09/1967	03/29/2024	04/17/2024	05/14/2024	05/15/2024	PAID	\$93,000.00	\$93,000.00	\$0.00	\$93,000.00	
875384G	001	HOUSING AUTHORITY CITY OF PITTSBURGH	LIFE	BTRM	17939744	EMPLOYEE	M	06/02/1963	05/21/2024	05/25/2024	07/08/2024	07/11/2024	PAID	\$190,000.00	\$190,000.00	\$0.00	\$190,000.00	