

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

(Herein called "CG")

*Mailing Address: 900 Cottage Grove Road
Hartford, CT 06152*

Based on the application for this contract made by Broward Community College (herein called the contractholder) and based on the payment of the premium when due, CG agrees to reimburse the contractholder for expenses covered and paid under the terms of this contract.

This contract becomes effective at 12:01 A.M. at the contractholder's address on the effective date shown below. The contract will automatically renew for successive terms of 12 months unless CG or the contractholder gives written notice (at least 45 days prior to the end of the then current term) of its intent not to renew the contract, or the contract is otherwise terminated pursuant to the "termination" provisions herein.

The first renewal of the contract shall be the next renewal date shown in the coverage information section. Subsequent renewals will occur the same date each year thereafter.

All matter printed or written by CG on the following pages forms a part of this contract as if recited over the signatures below.

This contract is delivered in and is governed by the laws of the jurisdiction shown in the coverage information section.

In witness thereof, CG has caused this contract to be executed at its home office in Bloomfield, Connecticut.

Susan L. Cooper
Corporate Secretary
Susan L. Cooper

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ENCLOSURE 2

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Definitions Section

Actual Attachment Point

Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable. It is determined at the end of the Contract Year and is the greater of (1) the sum of the number of employees enrolled each month in each product and plan design in the Benefit Plan for the Contract Year multiplied by Expected Monthly Deductible Factors, added together for a combined amount for the Benefit Plan, or (2) the Minimum Attachment Point.

For those plans with run-out coverage, in the year of termination the Actual Attachment Point is the Runout Period Attachment Point plus the greater of (1) the sum of the number of employees enrolled each month in each product and plan design in the Benefit Plan for the Contract Year, multiplied by Expected Monthly Deductible Factors, added together for a combined amount for the Benefit Plan or (2) the Minimum Attachment Point

Actual Claim Payment

Actual Claim Payment means a payment made on behalf of the contractholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

Aggregate Individual Stop Loss Limit

Aggregate Individual Stop Loss Limit means the limit that is used to determine benefits payable for Aggregate Stop Loss coverage.

Aggregate Stop Loss Limit

Aggregate Stop Loss Limit means the sum of all Actual Claim Payments made on behalf of the contractholder for Covered Persons during a Contract Year, excluding the sum of all Actual Claim Payments made during that Contract Year in excess of the Aggregate Individual Stop Loss Limit (as set forth in the Schedule of Insurance), or any amounts reimbursable to the contractholder as individual stop loss payments.

ASL Benefit Percentage Payable

Benefit Percentage Payable means the percentage of Covered Expenses payable to the contractholder once the Actual Attachment Point has been reached.

Become Due

Become Due is the earliest date upon which: (a) the contractholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this contract as a Covered Expense; and (b) an Actual Claim Payment has been made.

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Benefit Plan

With respect to individual stop loss:

Benefit Plan means the contractholder's employee medical benefits and/or other health benefits which are specified in the Schedule of Insurance.

With respect to aggregate stop loss:

Benefit Plan means the contractholder's employee medical benefits and/or other health benefits which are specified in the Schedule of Insurance.

Claim Administrator

Claim Administrator means CG or an entity approved by CG to provide administrative services and to pay claims for the contractholder's Benefit Plan.

Contract Year

Contract Year means the period following the Effective Date of this contract (or most recent renewal date thereof) to the next renewal date or the date of termination, whichever period is shorter. Contract Year is specified on the Schedule of Insurance.

Corridor

Corridor means the risk retained by the contractholder. It is expressed as a percentage of Expected Paid Claims and is specified in the Schedule of Insurance.

Covered Expenses

Covered Expenses for a Contract Year are expenses made under the Benefit Plan that are reimbursable under this contract based on the criteria specified in the Schedule of Insurance.

Covered Person

Covered Person means any covered employee or covered dependent as defined by the contractholder's Benefit Plan.

Cumulative Actual Expense

The Cumulative Actual Expense is used for those contractholders that have purchased the Optional Aggregate Cumulative Benefit. The Cumulative Actual Expense is the total of Covered Expenses that have Become Due during the Contract Year to date. In determining which Covered Expenses are included in this calculation, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded.

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Cumulative Comparison Point

The Cumulative Comparison Point is used for those contractholders that have purchased the Optional Aggregate Cumulative Benefit. The Cumulative Comparison Point is the greater of:

- A. the Minimum Attachment Point divided by 12 and multiplied by the number of months that have elapsed since the beginning of the Contract Year; or
- B. the Expected Monthly Deductible Factor multiplied by the number of employees in each product and plan design in the Benefit Plan generating paid claims for each month that has elapsed since the beginning of the Contract Year, added together for a combined amount for the Benefit Plan.

Effective Date

Effective Date means the date on which coverage begins under this agreement.

Expected Monthly Deductible Factor

Expected Monthly Deductible Factor means the Expected Paid Claims for each product and plan design in the Benefit Plan, multiplied by the Corridor, divided by the expected number of employees enrolled in each product and plan design in the Benefit Plan at the beginning of the Contract Year, divided by the number of months in the Contract Year.

Expected Paid Claims

Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Contract Year.

High Risk Individual

High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such persons, a separate Individual Stop Loss Limit for High Risk Individuals is applicable.

Incurred

Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

Individual Stop Loss Limit

Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the contractholder for each Covered Person during each Contract Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Contract Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Contract Year.

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Individual Stop Loss Limit for High Risk Individuals

Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the contractholder for each High Risk Individual during each Contract Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Contract Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Contract Year.

ISL Benefit Percentage Payable

Benefit Percentage Payable means the percentage of Covered Expenses payable to the contractholder once the Individual Stop Loss Limit has been reached.

Minimum Attachment Point

The Minimum Attachment Point is the lowest possible amount of claim liability that must be assumed by the contractholder before aggregate stop loss benefits are payable.

Renewal Date

Renewal Date is the day on which a new Contract Year begins.

Run-in Period

Run-in Period is the length of time prior to the Effective Date of this agreement during which claims incurred for a Covered Person under the Benefit Plan will accumulate towards stop loss coverage under this policy provided that they Become Due after the Effective Date of this agreement.

Run-out Period

Run-out Period is the length of time following the termination date of this agreement during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate towards stop loss coverage under this policy provided that they were incurred prior to the termination date of this agreement.

Run-out Period Attachment Point

Runout Period Attachment Point is calculated by taking the projected claims to be paid for all Covered Persons that Become Due during the Runout Period after contract termination (as specified in the Schedule of Insurance) and multiplying by the Corridor.

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Benefit Provisions

Individual Stop Loss Coverage

In consideration of payment of the Individual Stop Loss premium by the contractholder, CG shall reimburse the contractholder for the amount by which the total Covered Expenses for the Contract Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the ISL Benefit Percentage Payable, subject to CG's maximum liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

CG shall not be liable for any expenses that are incurred or become due outside the term of this contract.

Other

Where CG is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by CG of such information and records as CG may reasonably require regarding the Actual Claim Payments.

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Duties of the Contractholder

- A. The contractholder will submit to CG a true and complete copy of the Benefit Plan (including any changes thereto), which is incorporated herein by reference.
- B. Any changes to the Benefit Plan will be submitted to CG 60 days prior to their effective date
- C. Where CG is not the Claim Administrator, the parties agree that the contractholder or the Claim Administrator approved by CG will have the following duties and obligations:
 1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.
 2. to provide CG such information and records as CG may reasonably require for:
 - a. payment of any claim under this contract; and
 - b. projection of future expected claims of the Benefit Plan.
 3. to prepare and submit to CG on a monthly basis:
 - a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
 - b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
 - c. a report listing claimants with Covered Expenses during the Contract Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD-9 codes.
 4. for individual stop loss, the preparation and submission to CG on a monthly basis, within 15 days of the previous month's end, of:
 - a. a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Contract Year meet or exceed 50% of the trigger; and
 - b. a completed CIGNA Stop Loss Notification form (to be supplied) which must accompany the report for each listed employee.
 5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Contract Year, the following information must be supplied for claim adjudication under this contract. This information must accompany a CIGNA Stop Loss Notification form and must be presented to CG within 30 days of the end of the month in which the employee exceeded the Individual Stop Loss Limit:

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- a. copies of any and all documentation relating to outside bill reviews/negotiations for hospital bills greater than \$15,000 and other provider bills greater than \$2,500;
 - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
 - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
 - d. itemized bills for any claims or charges over \$5,000;
 - e. an enrollment form or eligibility screen; and
 - f. coordination of benefits (COB) information.
- D. In addition, the contractholder will reimburse CG for any Actual Claim Payments subsequently repaid or owed to the contractholder by any party.

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Exclusions

Covered expenses under this contract do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; or (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted);
2. Expenses which Become Due after the date coverage under this contract ceases;
3. Administrative expenses of the contractholder or Claim Administrator;
4. Extracontractual damages, expenses or reimbursements of any kind or nature;
5. Investigative or legal expenses including, but not limited to, attorneys' fees and court costs;
6. Expenses Incurred by a person not eligible under the terms of the Benefit Plan;
7. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by CG;
8. Expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan by federal, state or local governments;
9. Expenses Incurred as a result of war, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not;
10. Expenses which are not considered Covered Expenses under the Benefit Plan;
11. Expenses for which the contractholder or Claim Administrator has failed to provide the required information set forth in paragraph 5 under "Duties of the contractholder";
12. With respect to individual stop loss; expenses resulting from capitation payments, if any, (contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).

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Indemnify and Hold Harmless

The contractholder agrees to indemnify and hold CG harmless from any liability for damages, losses, costs, charges, fees, interest and expenses of whatever kind (including punitive damages, court costs and attorneys' fees) which CG may incur as the result of any claims, demands or lawsuits brought against CG by any Covered Person.

Nothing in this provision shall prevent Contractholder from enforcing the terms of this contract against Connecticut General.

Subrogation and Acts of Third Parties

Applicability

Where allowed by law, this section will apply:

1. to contractholders who receive payments for Covered Expenses under this contract; and
2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by CG of such Covered Expenses.
3. the parties agree that subrogation will be handled in accordance with the provisions of Exhibit F to the ASO Agreement.

Contractholder Obligations

To secure the rights of CG under this section, the contractholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and
2. reimburse CG for Covered Expenses Incurred under this contract (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the contractholder.

Privacy of Information

In connection with the performance of its obligations under this contract, CG may disclose to and receive disclosure from the contractholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this contract, provided the information is limited to that which is reasonable and necessary.

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CG will provide the contractholder with its standard reporting package for Stop Loss contractholders. As of the date this contract was issued that package provides reporting based on paid claim information in excess of a contractholder specific dollar threshold inclusive of dollar amount, certain diagnosis information, age and gender.

Under no circumstances will CG provide the contractholder with information on incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, course of treatment information or prognosis information.

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Premiums

Premium Payments

The initial premium shall be due and payable on the effective date of this contract. Subsequent premiums shall be due on the first day of each calendar month that this contract remains in effect.

Premiums can be paid to CG's home office or to an authorized agent of CG. Each premium paid continues the contract in force until the date the next premium is due, except as set forth in the grace period section below.

Premium for each Covered Person is set forth in the Schedule of Insurance.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first premium payment. The contract will remain in force during the grace period, unless CG has been advised in writing that the contract is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the contract will cease at the end of the grace period. When this contract ends the contractholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this contract remains in force during the grace period.

Premium Rate Change and Revised Premium Computation

CG reserves the right to change any rate or percentage used in determining the monthly premium under the following circumstances:

1. In the event the total number of Covered Persons fluctuates by more than 15 percent (from the number covered at the beginning of the Contract Year), CG may revise the premium and/or the Individual Stop Loss Limit and/or the Minimum Attachment Point on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.
2. In the event enrollment in any plan fluctuates by more than 10% on the effective date, or any time thereafter, (from the number covered at the beginning of the Contract Year), CG may revise the premium and/or the Individual Stop Loss Limit and/or the Minimum Attachment Point on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, CG may revise the premium with the revision to become effective on the date such changes are effective.

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4. In the event of the addition of a subsidiary, operation or class of employees not previously covered under the Benefit Plan and approved by CG, CG may revise the premium with the revision to become effective on the date such addition is effective.
5. In the event of the termination of a subsidiary, operation or class of employees covered under this contract, CG may revise the premium with the revision to become effective on the date such termination is effective.
6. On any contract anniversary, subject to advance written notice of at least 45 days,

Where CG is not the Claim Administrator, CG also reserves the right to change any rate or percentage used in determining the monthly premium if CG determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Contract Year.

Termination

This contract will continue in effect from its effective date until terminated on the earliest of the following:

1. at the end of the grace period if the premium is not paid. If this policy is terminated due to nonpayment of premium no run-out coverage will be provided;
2. by mutual consent of the parties;
3. on the premium due date following 45 days after the mailing of written notification of termination by CG; or
4. on the date of termination of the Benefit Plan.

Where CG is not the Claim Administrator, this contract may also be terminated by CG as follows:

1. on the next premium due date, at CG's option, if CG determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan;
2. on the effective date of a change in the Benefit Plan which is not approved by CG. CG will give the contractholder written notice within 45 days after receipt of a copy of such change; or

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3. on the effective date of any change in Claim Administrator which is not approved by CG. CG will give the contractholder written notice within 45 days after receipt of notification of such change.

All coverage ceases upon termination of this contract. The termination of this contract does not excuse the contractholder from forwarding to CG any and all premiums accrued through the date of termination.

General Provisions

Notice

This contract provides benefits when the contractholder's benefit plan incurs expenses in excess of the individual and/or aggregate (whichever is applicable) limits outlined in this contract. Since this contract insures the contractholder and not the individuals covered by the contractholder's Benefit Plan, this contract neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this contract does not in any way affect the contractholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

Entire Contract

The parties agree that this contract constitutes the entire agreement between the parties and any endorsement or amendment changing this contract must be in writing and must be signed by authorized officers of CG and the contractholder respectively. No person may modify or waive any of the terms of this contract except by a written amendment signed by a duly authorized officer of CG.

Parties to the Contract

The parties to the contract are the contractholder and CG. This contract does not create any rights or legal relation whatsoever between CG and a Covered Person under the contractholder's Benefit Plan. CG's sole liability under this contract is to the contractholder. Any change in Claim Administrator by the contractholder must be approved by CG.

Enforceability

In the event that one or more provisions in this contract shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this contract shall not be affected.

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Clerical Error

Clerical error by the contractholder or by CG will not end coverage or continue terminated coverage. In the event of such clerical error, a premium or reimbursement adjustment will be made.

Examination and Maintenance of Records

Where CG is not the Claim Administrator:

The contractholder will furnish to CG such data as may be required for the administration of this contract.

The contractholder's and the Claim Administrator's books and records pertaining to the contract will be available to CG for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the contract.

CG will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the contractholder or the Claim Administrator. CG will treat as confidential all such records and information obtained.

Dispute Resolution

The contractholder may not initiate any dispute resolution relating to a claim under this contract fewer than 60 calendar days or more than 5 years after due proof of such claim is furnished to Connecticut General.

1. Any controversy between the parties arising shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the controversy, and shall specifically request executive review of said controversy in such notice. Within 20 calendar days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within 30 calendar days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the controversy.

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2. In the event that a controversy has not been resolved within 35 calendar days of the request of executive review under Section 1 above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in a location to be chosen by the mediator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties.
3. In the event that a controversy has not been resolved within 60 calendar days of the request for mediation under Section 2 above, the controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in a location to be chosen by the arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator.
4. This provision shall survive the termination of this policy.

Plan and/or Enrollment Changes

CG reserves the right to approve a change in the Benefit Plan. The contractholder must promptly furnish CG with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, CG will only be liable for the reimbursement of Covered Expenses under this contract as if the plan was not changed. In the event of changes to the Benefit Plan during the Contract Year, CG reserves the right to adjust the monthly deductible factor, the individual and/or aggregate stop loss premium rates, the Individual Stop Loss Limit, and/or the Minimum Attachment Point. In the event the number of Covered Persons enrolled in the Benefit Plan at the beginning of the Contract Year differs more than 15% from the original estimated enrollment, CG reserves the right to adjust the monthly deductible factor, the individual and/or aggregate stop loss premium rates, the Individual Stop Loss Limit and/or the Minimum Attachment Point.

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Subcontracting

The work to be performed by CG under this contract may be performed wholly or in part through an authorized representative, subsidiary, affiliate, or parent of CG. Such subcontracting will not increase or diminish the rights or obligations of either party to this contract.

Assignment

No assignment of this contract by the contractholder will be binding upon CG.

Coverage Information

Contractholder:	Broward Community College
Contract Number:	3208600
Effective Date:	January 1, 2008
Next Renewal Date:	January 1, 2009
State or other Jurisdiction of Issue:	Florida

Notices

For the purpose of any notices required under this contract, such notices should be sent to the addresses shown below:

Connecticut General
Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152
Attn: Manager - Stop Loss Unit

Broward Community College
225 E Las Olas Boulevard
Fort Lauderdale, FL 33301

Contact Information

Inquiries, questions or complaints about coverage under this policy should be directed to:

Name: Edna Chun, Vice President of Human Resources
Telephone: (954) 201-7693

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Schedule of Insurance

Individual Stop Loss

Covered Expenses : Claims that are incurred between 01/01/2007 and 12/31/2008
and that Become Due between 01/01/2008 and 12/31/2008

ISL Benefit Percentage Payable 100 %
Individual Stop Loss Limit \$ 150,000.00
Monthly Premium Rates for each covered employee \$ 44.61

Benefit Plan Coverages Insured by Individual Stop Loss:

<u>Plan Administrator</u>	<u>Products</u>
CG	Network Medical Benefit Plan
CG	Network POS Open Access Medical Benefit Plan
CG	Preferred Provider Medical Benefit Plan
CG	Mental Health/Substance Abuse
Express Scripts	Pharmacy Expense

Benefit Plan Coverages Excluded from Individual Stop Loss Coverage under this policy:

Products

- Dental Insurance

CG's maximum lifetime liability per individual will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit.

Date Issued in Connecticut: April 1, 2008

Date agreed to by the Policyholder: _____

By _____
Signature of Policyholder

Title _____



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APPROVED AS TO FORM
AND LEGALITY:


KEVIN FERNANDER
COLLEGE ATTORNEY