



## STATE OF CONNECTICUT

BOARD OF TRUSTEES  
FOR THE STATE COLLEGESP. O. Box 2008                      NEW BRITAIN, CONNECTICUT 06050  
TEL. NEW BRITAIN: 203-229-1607                      TEL. HARTFORD: 203-566-7373See 82-57  
*Amended*

## RESOLUTION

concerning

## STUDENT ACCIDENT INSURANCE

March 5, 1982

WHEREAS, The Trustees desire to continue the Student Accident Insurance Program for the year 1982-83 for students who pay General Fund tuition, and

WHEREAS, The Massachusetts Indemnity and Life Insurance Company has indicated that benefits can be maintained in 1982-83 at the same level as during 1981-82 while at the same time reducing the premium, therefore, be it

RESOLVED, That the Executive Director is authorized to contract with the Massachusetts Indemnity and Life Insurance Company through Somers, Kitchen and Essler in association with Kronholm, Keeler and Associates, Inc. for student accident insurance for the year 1982-83 at a rate of \$16.50 per student with the same benefits as were provided to Connecticut State College students during 1981-82.

A Certified True Copy:

  
James A. Frost  
Executive Director

5-10-82

VII-E

82-19

82-13

TO: JAF

FR: kap

I have read these  
carefully and find  
them OK. I recommend  
your signature so  
we can get them to  
the A-G today.

WJF

Sign on the Personal  
Service agreement and  
on page 2 of Attachment I  
There are four copies.

**PERSONAL SERVICE AGREEMENT**

STATE OF CONNECTICUT

CO-802A REV. 7/78  
(Stock No. 6938-170-01)

Original  Amendment

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

<b>CONTRACTOR</b>	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)		
	Fiduciary Administrative Services Company, 201 East 42nd Street, New York, NY 10017		
<b>STATE AGENCY</b>	AGENCY NAME AND ADDRESS	AGENCY NO.	IDENTIFICATION NO.
	Board of Trustees for the Connecticut State Colleges P. O. Box 2008, New Britain, CT 06050	7800	P.S.# 83-53
<b>CONTRACT PERIOD</b>	FROM (Date)	THROUGH (Date)	INDICATE
	Sept. 1, 1982	Sept. 1, 1983	<input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
<b>CANCELLATION CLAUSE</b>	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)		Required No. of days written notice: 90

**COMPLETE DESCRIPTION OF SERVICE**  
(Include special provisions- Use additional blank sheets of same size if required)

CONTRACTOR AGREES TO

Provide student insurance coverage as shown in Attachment I, incorporating by reference the Trust Agreement which is Attachment II.

**COST AND SCHEDULE OF PAYMENTS**

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES:

Accident insurance premiums (\$8.25 per general fund student per semester) to be paid by colleges under the jurisdiction of the Board of Trustees by October 15 for the Fall Semester and March 15 for the Spring Semester subject to a 60-day grace period for both semesters.

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. Major	OBJ. Minor
	10-109b		1982-83	6900	7800	0	55	8700	2	19
	10-110									
	10-114									

**EXECUTIVE ORDERS**

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.

**NON-DISCRIMINATION CLAUSE**

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.

**INSURANCE**

The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

**STATE LIABILITY**

The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

<b>ACCEPTED</b>	CONTRACTOR (Owner or Authorized)	TITLE	DATE
	<i>Thomas J. Conway</i>	CHAIRMAN OF THE BOARD	5/5/82
<b>APPROVALS</b>	AGENCY Authorized Representative	TITLE	DATE
	<i>James A. Frost</i>	Executive Director	5/10/82
<b>APPROVALS</b>	SIGNED (Office of Policy & Mgmt./Dept. of Adm. Services)	TITLE	DATE
	ATTORNEY GENERAL (As to form)		DATE

**DISTRIBUTION** ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller

# MASSACHUSETTS INDEMNITY AND LIFE INSURANCE COMPANY

BOSTON · MASSACHUSETTS

A PennCorp Company



9200 WATSON ROAD - ST. LOUIS, MISSOURI 63126 - (314) 849-5555 - TLX 44-875

## THE FIDUCIARY ADMINISTRATIVE SERVICES STUDENT TRUST Request and Subscription Agreement

Administered by FIDUCIARY ADMINISTRATIVE SERVICES COMPANY  
Underwritten by MASSACHUSETTS INDEMNITY AND LIFE INSURANCE COMPANY

The undersigned (hereinafter referred to as the College) does hereby apply for Group Benefits set forth in the DECLARATIONS - attached hereto and subscribes to the Agreement and Declaration of Trust.

Name of Trust: Fiduciary Administrative Services Student Trust.

It is understood and agreed that all the following requirements shall be met:

1. The insurance shall not become effective unless this request is accepted and approved by the Administrator.
2. The College will furnish and maintain the records necessary to the Administration of the Plan; will report changes to and from the group; and will make all premium payments in accordance with the terms of the Plan.
3. The premium for accident insurance will be paid by the College. The College agrees to remit these premiums in accordance with the terms set forth under the Group Policy.

If accepted for membership in the Trust, the College hereby subscribes to and agrees for the undersigned College to become a Trustor, and for and on behalf of all persons who through or under the undersigned College may obtain benefits through the Fiduciary Administrative Services Student Trust, to be bound by such Trust Agreement. It is understood and agreed that, under the Trust Agreement, the principal duties of the Trustee are to hold the group policy(ies) selected for the Fiduciary Administrative Services Student Trust by the Administrator. It is understood that the term Trustee shall mean any party named as Trustee of any Trust in which is held a group insurance policy providing the benefits contemplated thereunder. The Trust Agreement which sets out all the rights, powers and duties of the Trustee and the Administrator in detail, and the group policy(ies) held by the Trustee, are available for inspection during regular business hours by the College at the National Savings and Trust Company, Washington, D.C., or in the office of any other Trustee named by the Administrator and at the office of the Administrator, Fiduciary Administrative Services Company, located at 201 East 42nd Street, New York, N. Y. 10017 and is attached hereto.

The undersigned acknowledges that by execution of this request, the College has no liability to the Trustee or Administrator or other except for payment of the premiums made to it on behalf of the Fiduciary Administrative Services Student Trust, all such payments to be made promptly.

The undersigned College acknowledges and warrants that coverage under any policy and through the Fiduciary Administrative Services Student Trust shall only be as and to the extent provided in the insurance policy or policies held by the Trustee and that the College has explained this to each person for whom it seeks benefits thereunder and the College further acknowledges and agrees that, notwithstanding the date of this application or the date when the Administrator may act hereon, coverage will commence only if this application is accepted by the Administrator and then only upon the date to be inserted by the Administrator in the acceptance form below. The College further acknowledges and agrees that no one other than an executive officer of the Administrator or other person designated by the Administrator in writing so to do acting at the Administrator's office in New York City, N.Y. may accept this application on behalf of the Fiduciary Administrative Services Student Trust.

The College may withdraw from the Fiduciary Administrative Services Student Trust and cancel its application at any time upon ninety (90) days prior written notice to the Administrator. Failure to remit and pay charges when due shall automatically constitute such withdrawal and cancellation of all coverage. In the event coverage is terminated because of non-payment of premium and the College has not given ninety (90) days written notice of his desire to cancel coverage, the College shall be liable for all premiums that fall due for coverage provided during the sixty (60) day grace period following the last premium due date.

It is understood and agreed by the undersigned that the Trustee is not an insurer, nor does he have any obligation under any policy of insurance and that all claims for and benefits provided by insurance being applied for herein shall be made to and payable by the insurance companies issuing group policy(ies) to the Trustees, but only to the extent and in strict accordance with the provisions of such policy.

September 1, 1982  
Requested Effective Date

Somers, Kitchen & Essler Insurance  
Name of Agent or Agency

25 North Street  
Street Address

Salem, Massachusetts 01970  
City, State & Zip

Board of Trustees for  
The Connecticut State Colleges  
College

By James A. Frost  
Signature Title

1615 Stanley Street  
Street Address

New Britain, CT 06050  
City, State & Zip

Accepted by Administrator  
FIDUCIARY ADMINISTRATIVE SERVICES COMPANY

By H. J. Conway CHAIRMAN OF THE BOARD 5/5/82  
Signature Title Date

Subscription Period: From September 1, 1982 To September 1, 1983  
12:01 A.M. Standard Time at the address in Item 1 of the  
Declarations

# MASSACHUSETTS INDEMNITY AND LIFE INSURANCE COMPANY

BOSTON MASSACHUSETTS

A PennCorp Company



7777 BONHOMME AVENUE - ST. LOUIS, MISSOURI 63105 - (314) 726-5977 - TLX 44-875

(A Stock Insurance Company, Herein Called the Company)

In consideration of the payment of the due premium and subject to the limit of liability, exclusions, conditions and other terms of this policy, agrees with the SUBSCRIBER as follows:

TO PAY the benefits described in item 4, Coverage.

**SECTION I**

**DECLARATIONS**

Declaration Number **82-002**

1. Name of Subscriber: **The Connecticut State Colleges**  
Address: **New Britain, Connecticut 06050**
2. Subscribers Policy Period: From **September 1, 1982** To **September 1, 1983**  
12:01 A.M. Standard Time at the address in Item 1.
3. Class Of Insured Persons
 

	ACCIDENT	SICKNESS	Premium Rate
<b>Student</b>	\$16.50	\$36.00	Annually
<b>Spouse</b>	INCLUDED IN	\$59.00	Annually
<b>Dependent Child(ren)</b>	SICKNESS RATE	\$61.00	Annually

4. Coverage:

This Policy provides insurance with respect to such and so many of the following Insurance Provisions as are set forth below for the Benefit Amounts set opposite thereto. The insurance with respect to this Schedule of Insurance shall be applicable to the Class of Insured Persons specified in Item 3 Schedule.

COVERAGE	Benefit Amount	COVERAGE	Benefit Amount
<b>BASIC ACCIDENT EXPENSE BENEFIT</b>	NIL	<b>OUT-PATIENT EXPENSE</b>	NIL
Deductible Amount	NIL	Deductible Amount	NIL
Aggregate Maximum	\$20,000.	Maximum Benefit	150
Dental Maximum	1,500	<b>LICENSED NURSE EXPENSE \$60./8 hour shift.</b>	
<b>BASIC SICKNESS EXPENSE BENEFIT</b>	\$21,000.*	<b>HOSPITAL OUT-PATIENT EXPENSE</b>	
<b>AGGREGATE LIMIT</b>	175.	Deductible Amount	NIL
<b>HOSPITAL EXPENSE</b>	(350. 1CU)	Maximum Benefit	NIL
Room and Board Maximum per Day	120 days	<b>SICKNESS DENTAL EXPENSE</b>	
Room and Board Maximum Number of Days	2,000.**	Hospitalized Maximum	NIL
Miscellaneous Expense Maximum	NIL	Non-hospitalized Maximum	NIL
<b>SURGICAL EXPENSE</b>	750.	<b>PSYCHIATRIC EXPENSE</b>	
Maximum per Operation	30.	Deductible Number of Visits	NIL
Conversion Factor	NIL	Benefit per Visit	NIL
Anesthesia Percentage	NIL	Maximum Benefit	NIL
Assistant Surgeon Percentage	NIL	<b>PRE-ADMISSION TESTS EXPENSE</b>	NIL
<b>IN HOSPITAL PHYSICIAN'S FEE EXPENSE</b>	10.	<b>EMERGENCY MEDICAL EXPENSE</b>	NIL
Maximum per Day	120	<b>ELECTIVE SURGICAL—SECOND OPINION EXPENSE</b>	NIL
Maximum Number of Days	Included in Out-Patient Exp.	<b>SUPPLEMENTAL EXPENSE BENEFIT—Maximum Benefit</b>	NIL
<b>CONSULTANT OR SPECIALIST EXPENSE MAXIMUM</b>	Included in Out-Patient Exp.	Cash Deductible	NIL
TREATMENT (IS) (IS NOT) INCLUDED		Covered Percentage	NIL
<b>OUT OF HOSPITAL PHYSICIAN FEE'S EXPENSE</b>	NIL	<b>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT—PRINCIPAL AMOUNT</b>	2,500.
Maximum per Visit	75.	<b>OTHER SPECIFIED COVERAGES:</b>	
Deductible Number of Days	NIL	Home Health Care	
<b>AMBULANCE EXPENSE—MAXIMUM</b>	NIL		
<b>DIAGNOSTIC X-RAY AND LABORATORY EXPENSE</b>	NIL		
Deductible	NIL		
Maximum Benefit	NIL		
<b>MATERNITY CARE EXPENSE—MAXIMUM BENEFIT</b>	NIL		

5. Amendatory Endorsement(s) executed simultaneously herewith:

\* Maximum for treatment of Mental or Nervous Disease or Disorders is \$2,500.00

\*\* Payable at 100% of the first \$500.00 and 80% of the balance.

MASSACHUSETTS INDEMNITY AND LIFE INSURANCE COMPANY  
BOSTON, MASSACHUSETTS

GROUP INSURANCE TRUST  
FIDUCIARY ADMINISTRATIVE SERVICES STUDENT TRUST

THIS AGREEMENT, made and entered into at the City of Washington, District of Columbia on the first day of September 1981, by and between Fiduciary Administrative Services Company (hereinafter referred to as "Administrator") a New York corporation, and such other individuals who desire to participate and become parties to this agreement subsequent to its execution (hereinafter referred to as "Participating Members"); THE NATIONAL SAVINGS AND TRUST COMPANY (hereinafter referred to as "Trustee"); and Massachusetts Indemnity and Life Insurance Company (hereinafter referred to as the "Company").

WITNESSETH

The parties hereto are interested in providing group insurance programs for employees and individuals of the various employers who become eligible to participate in such programs (hereinafter referred to as "Participating Members"). It is the purpose of the parties, to that end, to create this Trust to be known as the Fiduciary Administrative Services Student Trust. The Administrator shall provide the management and administration of the insurance program for the Participating Members.

The Trustee will be custodian, owner, and holder of all insurance contracts and the Trustee hereof will not have any administrative functions and responsibilities, such responsibilities and functions being delegated to and assumed by the Administrator.

The Trustee has agreed to accept such trust arrangement and to act as custodian, owner, and holder of the insurance contracts subject to the conditions and limitations hereinafter set forth; and the Administrator has agreed to assume the responsibilities of all administrative duties in connection with the insurance programs for the parties, subject to the conditions and limitations hereinafter contained.

Fiduciary Administrative Service Company is qualified to administer group insurance programs, has agreed to act as Administrator of the insurance programs contemplated by this Trust, and said company has appointed the Administrator to administer said trust through a separate administration agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. The Administrator, shall from time to time, prepare applications on behalf of the Trustee (as policyowner) to the Company for an insurance contract or contracts providing Accident, Health and Life insurance that will provide the maximum benefits in relation to the cost that the Administrator can secure for the Participating Members, in such amounts and subject to such conditions as the Administrator shall determine.
2. The Administrator shall receive applications for insurance coverage under the group insurance contracts, collect premiums, deposit funds without liability to invest or pay interest thereon, make payments as required and perform any and all functions as may be necessary for the administration of the insurance programs.
3. The Trustee shall not assume any responsibility nor be liable for collection remittance, forwarding or payment of premium for the Trust or its Participating Members or for the continuation of the coverage, or to apply for or obtain renewals thereof, or to replace same in the event of cancellation or termination thereof, nor shall it have any duties or responsibilities with respect to the payment, settlement, processing or presentment of claims.
4. All correspondence and monies that the Trustee may receive shall be promptly turned over to the Administrator at its office address herein stated.
5. All premiums shall be paid directly to the Administrator, and the Trustee shall not have any responsibilities hereunder, except that the Trustee shall act as holder of the insurance group contracts, shall sign such applications as may be prepared by the Administrator, and shall act as policyowner for all such group insurance contracts.

6. The Administrator is not authorized to incur any expense or obligation on the part of the Participating Members or the Trustee in connection with the administration of the insurance programs. All expenses for service and material incurred in connection with the administration of said insurance programs are to be borne exclusively by the Insurer and/or Administrator.
7. There shall be no obligation, direct or implied, upon any Participating Member of this Trust arising out of this agreement, except for the payment of premium for insurance.
8. This Trust Agreement shall terminate thirty (30) days after the termination date of the last insurance policy held by the Trust.
9. In consideration of the services rendered by the Trustee, the Administrator agrees to pay said Trustee a reasonable annual fee for each year that this Trust is in force, and to reimburse the Trustee for all its expense, including court costs and reasonable attorney's fees in the event that the Trustee is a party to litigation.
10. The Administrator hereby agrees to prepare and file all tax or information returns, Federal, State, or local, that may now or hereafter be required and further agrees to prepare and file all documents or forms that may now or hereafter be required by law.
11. In the event the Trustee resigns, becomes incapacitated or is otherwise unable or unwilling to act as Trustee, the Administrator, as agent of the Participating Members of said Trust, shall appoint a Successor Trustee.
12. The Trustee or any successor in trust may resign by mailing in registered form written notice thereof to the Administrator and the Company not less than thirty (30) days prior to the effective date of such resignation. Upon receipt of such a notice, the Administrator may appoint a successor immediately.
13. Each Successor Trustee appointed hereunder shall have the same rights, immunities, and duties conferred or imposed herein upon the Trustee, provided, however, that a successor or successors in trust shall not be liable for acts or neglect of any predecessor trustee.
14. The Administrator hereby agrees to defend and hold the Trustee harmless of and from any and all claims or demands made or brought against the Trustee by any person, firm, corporation, or group arising out of its undertaking to act as Trustee hereunder, and from and against any losses the Trustee may incur or sustain in connection with this Trust occasioned by any act, neglect, or misconduct of the Administrator, and to save the Trustee free of and from any liability whatsoever.
15. This Trust Agreement is executed under the laws of the State of District of Columbia and the laws of the District shall control in determining the validity, meaning, effect and enforcement hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

ATTEST:

*Diana DeJohn*

NATIONAL SAVINGS & TRUST COMPANY

NS&T Bank, National Association

BY *Richard L. Gantner*  
TRUST OFFICER

ATTEST:

*Nancy Hayward*

MASSACHUSETTS INDEMNITY AND LIFE  
INSURANCE COMPANY

BY *Richard L. Gantner*

ATTEST:

*[Signature]*

FIDUCIARY ADMINISTRATIVE SERVICES  
COMPANY

BY *[Signature]*



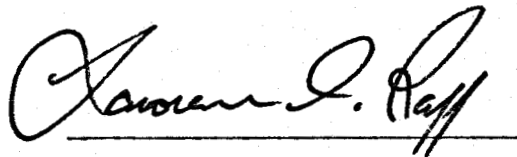
# FIDUCIARY

Administrative Services Company

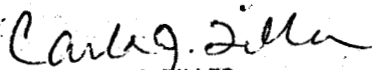
201 EAST 42nd STREET, NEW YORK, NEW YORK 10017 • PHONE: 212-223-0150

I, Lawrence I. Raff, Vice President and Secretary of Fiduciary Administrative Services Company, a New York Corporation, do hereby certify that Thomas J. Conway is the duly elected Chairman of the Board of said Corporation and in accordance with the articles of Incorporation of said Corporation, adopted September 5, 1982 is empowered to sign any and all contracts on behalf of the Corporation.

Witness my hand and seal this 5th day of May 1982.



LAWRENCE I. RAFF,  
Vice President and Secretary



CARLA J. TILLER  
NOTARY PUBLIC, State of New York  
No. 41-4650001  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1983