

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF LEXINGTON AND THE LEXINGTON PUBLIC EMPLOYEE
COMMITTEE
AS REVISED April 13, 2018**

WHEREAS, the Town of Lexington and the Lexington Public Employee Committee have concluded negotiations on health insurance benefits to be provided July 1, 2018 to June 30, 2020 by the Town to employees, retirees and their dependents and survivors, (herein after referred to as subscribers), and,

WHEREAS, the parties agree that the collective bargaining agreements in effect between the Town and its Unions shall continue in full force and effect except as expressly modified by this Memorandum of Agreement, and

WHEREAS, the Lexington Board of Selectmen voted on December 21, 1993 to accept Section 19 of Chapter 32B,

NOW, THEREFORE, the Public Employee Committee and the Town have entered into this Memorandum of Agreement pursuant to Section 19 of Chapter 32B.

Effective Date and Duration of Agreement

1. This agreement shall take effect on the date as of which this agreement has been executed by the Town and by representatives of the Public Employee Committee under Section 19 constituting 50 percent (50%) of the weighted votes of the Committee and shall remain in effect through June 30, 2020.

Transfer of Health Coverage to the Group Insurance Commission

2. The Town of Lexington and the Lexington Public Employee Committee agree to provide health coverage to the subscribers from Group Insurance Commission and by continuing coverage with the Commission through June 30, 2020. For purposes of this agreement, the term "subscribers" shall mean all employees, retirees, and their dependents and survivors, insured and eligible under Chapter 32A, subject to the rules of the Group Insurance Commission. The Town retains the right to adopt rules and regulations as provided for under MGL Chapter 32B, Section 14. After providing notice to the Unions and the Public Employee Committee, the Town agrees to bargain under MGL Chapter 32B, Section 19 or Chapter 150E, those changes to Town policies and procedures identified.
3. Subscribers will receive health coverage from the Group Insurance Commission in accordance with the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

Premium Contributions

HMO/PPO/POS Plans – 82/18 split Effective July 1, 2018 - June 30, 2020

4. For the duration of the agreement from July 1, 2018 through June 30, 2020, the Town will contribute eighty-two percent (82%) of the premium for any of the following health maintenance (HMO), preferred provider (PPO) or point of service (POS) plans offered by the Group Insurance Commission which a subscriber selects and the subscriber shall contribute eighteen percent (18%).
 - Fallon Health Direct Care
 - Fallon Health Select Care
 - Harvard Pilgrim Independence Plan
 - Harvard Pilgrim Primary Choice Plan
 - Health New England
 - NHP Prime-Neighborhood Health Plan
 - Tufts Health Plan Navigator
 - Tufts Health Plan Spirit
 - Tufts Health Plan Medicare Preferred
 - UniCare State Indemnity Plan/Community Choice
 - UniCare State Indemnity Plan/PLUS

If the GIC offers any new or additional HMO, PPO or POS plans during the life of this agreement, the same contribution percentages as described above will apply. However it is agreed that only plans offered by the GIC will be available to subscribers.

Indemnity Plans – 75/25 Split Effective July 1, 2018 - June 30, 2020

7. For the duration of this agreement (July 1, 2018-June 30, 2020), the Town will contribute seventy-five percent (75%) of the premium for any of the following indemnity plans offered by the Group Insurance Commission which a subscriber selects and the subscriber shall contribute twenty-five percent (25%):
 - Harvard Pilgrim Medicare Enhance
 - Health New England Medicare Supplement Plus
 - Tufts Health Plan Medicare Complement
 - UniCare State Indemnity Plan Basic (with or without CIC)
 - UniCare State Indemnity Plan/Medicare Extension OME with CIC (Comprehensive)
 - UniCare State Indemnity Plan/Medicare Extension OME without CIC (Non-Comprehensive)

Medicare Enrollment

8A. Subscribers who are eligible or who become eligible for Medicare shall transfer to Medicare coverage. The Town shall pay any Medicare Part B premium penalty assessed by the federal government. If the Town, in its discretion, determines that an individual was notified of the need to enroll in Medicare Part B in a timely manner and the individual failed to comply with the notification, then the subscriber shall be responsible for the Medicare Part B penalty.

8B. Medicare Part B:

The Town agrees that from July 1, 2018 through June 30, 2020 it will subsidize retirees Medicare Part B Supplemental plans by reducing the annual premium of each Medicare Part B Supplemental Plan by \$44.50.

Flexible Spending Accounts

9. The Town will continue to offer its Flexible Spending Medical Program (including the debit card). The Town will pay an administrative fee for the duration of this Agreement. The Flexible Spending Medical program follows a fiscal year schedule in accordance with IRS rules and regulations.

Opt-Out Program

10. For purposes of the Opt-Out Program, an Active employee is defined as an employee who remains eligible for the employer's contribution rate (excludes unpaid leaves of absences) for health insurance.

The Town shall continue the existing Opt-Out Program for Active employees who are enrolled on the Town's health insurance plan and opt-out of the health insurance program under the following terms and conditions:

- a. The Opt-Out program is available to Active employees only;
- b. The annual Opt-Out incentive shall be:

- Family coverage - \$5,000
- Individual coverage - \$2,500
- Change from a family coverage to individual coverage - \$2,500

All payments will be pro-rated based on the number of months in the fiscal year the employee is not enrolled in the Town's health insurance and participating in the Opt-Out program.

- c. Employees who voluntarily terminate insurance coverage during the plan year will receive a pro-rated Opt-Out incentive on the following basis:

Bi-Weekly Opt-Out = Opt Out Payment X $\frac{\text{\#of months w/o coverage}}{\text{\# of payrolls}}$
remaining in fiscal year 12

- d. Opt-Out payments shall be made bi-weekly, according to the Town's regular payroll practices.

- e. To be eligible, Active employees must meet one of the following eligibility requirements:

C1. Current Employees and New Hires:

Employees must be continuously enrolled in the Town's insurance for a minimum of twenty-four (24) months before eligible to receive the Opt-Out incentive.

C2. Employee with Change in Insurance Coverage During Plan Year:

Employees who change insurance coverage from individual to family coverage during the plan year and then later decide to Opt-Out of the Town's health insurance will be eligible for the Opt-Out incentive in the amount of \$2,500.

Employees enrolled in the Town's health insurance who have had individual coverage for at least 12 months and who change insurance coverage from individual to family coverage during the plan year and maintain family coverage for 12 months, and then decide to exercise the Opt-Out, will be eligible for the \$5,000.

- f. Employees who are enrolled in an individual plan, increase coverage to a family plan and then decrease coverage to an individual plan are not eligible for the Opt-Out Incentive;
- g. Employees enrolled in a family plan must show evidence of alternative insurance coverage before they are allowed to Opt-Out of the Town's health insurance;
- h. The Town will pay the Opt-Out incentive via payroll on a bi-weekly basis, less applicable payroll taxes. Payments are not pensionable. For school department employees, payments will be made on a 21 or 26 payroll schedule. If an employee needs to re-enroll in the Town's insurance, the Opt-Out incentive payments will end on the first payroll that health insurance premiums are deducted;
- i. If there is a qualifying event in which an employee who has opted-out needs to opt-back onto the Town's insurance, the employee will be eligible to do so as long as enrollment is done within the thirty (30) days of the qualifying event;
- j. Apart from a qualifying event, any employee who has opted-out can re-enroll in the Town's health insurance during any open enrollment period;
- k. Married Town employees (i.e. both working for the Town of Lexington) who are currently enrolled in separate individuals plans may not enroll in a family plan for purposes of receiving the Opt-Out incentive;
- l. The Town and the PEC will share in the "savings" realized by the Opt-Out Program on a 50% / 50% basis. The PEC's share of the savings will be deposited into the Mitigation Account on a quarterly basis, if applicable.
- m. School department employees who participate in the Opt-Out incentive effective 07/01/2018 and who work a September – June payroll period, will receive the Opt-Out incentive in their paychecks beginning September 2018.
- n. The Opt-Out program will have a sunset provision of June 30, 2020.
- o. Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to the implementation of this program shall be reviewed by the Town's Human Resources Director. The Human Resources Director will convene a committee comprised of two (2) representatives appointed by the Town Manager and two (2) representative appointed by the PEC. The committee shall make a recommendation to the Town Manager. The Town Manager's decision shall be final and binding.

- p. Employees who are no longer eligible for the health insurance benefit or terminate employment are not eligible to participate or continue to receive the Opt-Out incentive payment.

Creation of a Separate Account for the Mitigation Monies

11A. The Town shall establish a separate account for the mitigation monies, to be funded from the following sources shown below and further explained in Attachment 1 of this Agreement:

- I. Employee/Retiree Premium Contribution Split Change for the Indemnity Plans;
- II. Retiree Premium Contribution Split Change for the Medicare Supplement HMO Plans;
- III. Employee/Retiree Premium Contribution Split Change for the Active and Non-Medicare Eligible Plans; and
- IV. Fifty percent (50%) of the “savings” from the Opt-Out Program.

11B. The following mitigation programs will be charged to this account, subject to a sufficient balance in the mitigation account:

I. “HRA-Part 1” Employee Reimbursement:

For the duration of this agreement, the Town will continue a Health Reimbursement Account (HRA) in the form of a pre-loaded debit card for all active and non-Medicare subscribers.

In fiscal year 2019, this amount will be

Plan Level	Total
Family Plan	\$670.00
Individual Plan	\$205.00

Prior to the conclusion of the first year of this agreement and before open enrollment for Fiscal Year 2020, the Town and PEC shall review the balance in the Mitigation Fund and, depending on available funds, will determine the reimbursement amount for HRA-Part 1 for the second year of the agreement (FY20).

The Town will notify the Coalition if there will not be sufficient funds in a particular fiscal year to fund the supplemental HRA-1 program, so that the Coalition can determine an alternative amount.

II. “HRA-Part 2” High Out-of-Pocket Costs:

This account will assist those active and non-Medicare subscribers who have extraordinary medical insurance out-of-pocket copayments. The estimated balance in the HRA-Part 2 account is \$170,000 as of April 1, 2018. Dental out-of-pocket copayments are not included as eligible expenses under HRA – Part 2.

Individual Plan Coverage

For Individual plans, in the event that any employee or Non-Medicare retiree has out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments that exceed \$2,000 in total in the plan year, the fund will provide reimbursement of 100% of the costs for covered services for in-network services from in-network providers over \$2,000. When out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments reach \$5,000 in total per plan year, the employee/retiree will be responsible for any costs for covered services in excess of \$5,000.

Family Plan Coverage:

For Family plans, in the event that any employee or non-Medicare retiree has combined out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments that exceed \$4,000 in total in the plan year, the fund will provide reimbursement of 100% of the costs for covered services for in-network services from in-network providers over \$4,000. When out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments reach \$10,000 in total per plan year, the employee/retiree will be responsible for any costs for covered services in excess of \$10,000.

Claims submitted by members for reimbursement shall be paid by the third party administration until the "HRA-Part 2" fund is exhausted. Claims must be submitted in accordance with procedures specified by the HRA Administrator and must be submitted by March 1 for paid services in the prior calendar year. Notice will be provided to the Health Insurance Coalition when the HRA account is \$75,000 or less.

III. HRA Fees:

A. HRA Administrative Fees

The Town will pay the annual administrative fee for the duration of this Agreement.

B. HRA Subscriber Fees

The Parties agree that the subscriber fees for the HRAs will be paid as follows:

- 1) the Town will pay up to 50% of the cost of subscriber fees, up to \$40,000 per year. This payment will end on June 30, 2020, unless the Parties negotiate a successor agreement.
- 2) the balance will be paid from the Mitigation Monies.

IV. The Parties to this Agreement agree that should projections lead to the possibility that the funds dedicated to the HRA Part 1 and Part 2 will be insufficient to fulfill the plan dollar amounts during a plan year then the parties shall reopen this Section for the purpose of modifying and/or continuing the plan.

V. Medicare Part B Subsidy:

The cost of the Medicare Part B Subsidy, as outlined in Section 8B, shall be funded through the mitigation monies.

11C. Mitigation Account Balance:

If the balance in the mitigation account is in excess of or less than what is required to fund the mitigation programs, the Town will provide thirty (30) days' notice to the Coalition, so that the Coalition can decide where to make adjustments in 11B: I, II and III above, or other uses negotiated by the parties.

Nothing in this section will preclude the Town from making payments beyond this two (2) year agreement should there be sufficient funds in the mitigation account and should the Town and Coalition agree to continue a mitigation program.

The parties specifically agree that the Town will have no obligation to provide or expend funds for mitigation, or Medicare Part B premium subsidies which exceed the amounts detailed in this Agreement.

Meetings

12. The Public Employee Committee shall be composed of one (1) union officer from each collective bargaining unit which negotiates with the Town and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union officer and the retiree representative shall have the option of allowing one additional representative to attend meetings of the Public Employee Committee with the Town.
13. The parties shall establish a regular schedule of meetings to discuss the implementation of this agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place no less than quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the Town and the Committee. In addition, either party may convene a meeting upon seven (7) calendar days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the Town and to the Public Employee Committee to the person and in the manner designated in writing by the Town and the Committee.
14. Any employee who is a representative on the Public Employee Committee shall receive time off to attend meetings of the Committee with the Town with full pay, if meetings are during the employee's normally scheduled work hours.

Correspondence and Information

15. The Town shall copy the Co-Chairs of the Public Employee Committee on correspondence related to the Agreement between the Town of Lexington and the Group Insurance Commission or to any provider of health coverage.
16. Upon request, the Town shall provide the Committee with information reasonably necessary to carry out its responsibilities under this agreement and the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

Health Coverage after June 30, 2020

17. Either the Town or the PEC may request that this Agreement be reopened for negotiations, pursuant to Section 19, at some point after March 1, 2019. The parties will evaluate the prior two years of participation in the GIC and negotiate a recommendation for future participation in the GIC. Should the PEC vote that it is the PEC's preference to exit the GIC then, the Town and the Public Employee Committee will begin negotiations for a successor agreement pursuant to Section 19 of Chapter 32B. At the request of the PEC, the Town may present a proposal for alternative plans which are at least the actuarial equivalent of those offered by the Commission in the second (2nd) plan year so that the parties may fully explore and negotiate the health coverage to be provided to subscribers starting on July 1, 2020. The parties agree, however, that the Town will only exit the GIC if a successor agreement is reached in accordance with Section 19 of Chapter 32B, or if the Town implements the provisions of Sections 21-23 of Chapter 32B.

18. In accordance with the provisions of a successor agreement, the Town will notify the Group Insurance Commission by December 1, 2019, according to the GIC's rules and regulations, either that subscribers will continue coverage through the Commission, or that the Town is withdrawing its subscribers effective July 1, 2020. In the event that the Town ceases to provide health insurance through the Group Insurance Commission, the Town and the Public Employee Committee agree to maintain Section 19 of Chapter 32B to bargain health insurance coverage unless the Town implements Sections 21-23 of Chapter 32B.

Effect of Agreement

19. This agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies or any collective bargaining agreements between the Town and any unions representing Town employees.

Cancellation

20. In the event the Town is delinquent in making payments as required by the Group Insurance Commission and the Commission notifies the Town that it intends to exercise its option to cancel coverage pursuant to Section 19(f) of Chapter 32B, the Town will immediately notify the Public Employee Committee, present its proposal for plans which are at least the actuarial equivalent of those offered by the Commission, and engage in negotiations with the Public Employee Committee for replacement coverage.

Arbitration of Disputes

21. Either party may submit a dispute between the parties concerning the interpretation or application of this agreement to the American Arbitration Association for final and binding arbitration under its Labor Arbitration Rules with the exception of disputes under Section 10(n). A request for arbitration by the Public Employee Committee must be approved by seventy percent (70%) of the weighted votes of the representatives on the Committee.

Hiatus Period Procedures

22A. Waiting/Hiatus Period:

New employees of the Town are eligible to enroll in the health insurance offered by the GIC in accordance with 805. CMR 9.01. Therefore, in accordance with 805 CMR 9.01 (3), new employees of the Town are eligible to enroll in health insurance offered through the GIC within ten (10) calendar days of the first date of employment with the Town. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR 9.01 (3) is herein after referred to as the “Waiting/Hiatus Period”.

22B. Waiting/Hiatus Period Stipend:

During the “Waiting/Hiatus Period”, the Town shall pay a stipend (“Waiting/Hiatus Period Stipend”) to those newly hired employees who have notified the Town within ten (10) calendar days of employment that they have chosen to enroll in one of the health insurance plans through the GIC.

The amount of the “Waiting/Hiatus Period Stipend” will be equal to the portion of the premium cost for whichever plan the employee has chosen to enroll, up to a maximum of:

- HMO/PPO/POS Plans:
 - Eighty-two (82%) Of the HMO/PPO Plans Years 1-2.
- Indemnity Plans:
 - Seventy-five (75%) of the Indemnity Plans Years 1-2.

To receive the “Hiatus Period Stipend”, the employee must show proof of other health insurance coverage during the “Waiting/Hiatus Period,” (e.g. COBRA or other alternative health insurance plan).

Newly enrolled employees/subscribers who cancel their GIC coverage within the sixty (60) days of the effective date of GIC coverage shall return the “Waiting/Hiatus Period Stipend” in its entirety to the Town.

22C. GIC Retroactive Effective Date of Coverage:

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01 (4). Therefore, if a subscriber incurs unplanned and urgent medical expense(s) during the “Waiting/Hiatus Period” that in sum exceeds the full-cost of health insurance premiums of the GIC’s elected plan for the “Waiting/Hiatus Period,” the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the Town shall submit the full-cost of health insurance premium for the “Waiting/Hiatus Period” to the GIC in a timely manner. The employee shall reimburse the Town his/her proportional share of the premium and any “Waiting/Hiatus Period Stipend” amount already received.

22D. Modification of the “Waiting/Hiatus Period”:

The provisions of subparagraphs A, B and C shall be modified if and when the GIC modifies the “Waiting/Hiatus Period”.

Reopener Agreement

23. If, during the second year of this Agreement the GIC eliminates or freezes the offering of plans, the parties agree that only the mitigation portion of this Agreement may be reopened by the PEC for the purpose of considering whether or not the elimination and/or freezing of the plans results in financial hardship for the subscribers.

Signatories

24. Each signatory to this agreement is authorized to bind the entity he/she represents.

Executed on behalf of the Town of Lexington:

Carl Walend Town Manager
par BOS vote 4/25/2018

Executed on behalf of the Public Employee Committee:

Phyllis Neufeld Co-Chair PEC, Representing the Lexington
Phyllis Neufeld Education Association Unit A, C, D and
Technology Unit
Andrew C Baker Lexington Education Association

Andrew Baker

Robert W. Green Co-Chair PEC, President of IAFF Local 1491
Robert Green

Ron Lochiatto President, AFSCME Local 1703 - DPW
Ron Lochiatto

Kyle Walsh President, AFSCME Local 1703 - Custodians
Kyle Walsh

Erica Fullerton President, AFSCME Local 1703 - Dispatchers
Pamela Harron Erica Fullerton

Emmonn Sheehan President, ALA School Administrators
Emmonn Sheehan

Lisa Mucciarone President, Cary Memorial Library Association
Lisa Mucciarone

Vartan Minasian President, SEIU School Custodial-Maintenance
Vartan Minasian Roby Marcia

Michael Sowle President, Lexington Police Association
Michael Sowle

James Barry President, IBPO Local 501 - Police Superiors
James Barry

Bruce Dempsey

Kathy Fox

Kathy Fox / Bruce Dempsey

Co-President, Lexington Municipal Emp. Assoc.

Aaron Henry

Aaron Henry

President, Lexington Municipal Management Association

Carol E. Murphy

Carol Murphy

Retiree Representative

**Attachment 1 to the
Memorandum of Agreement Between
The Town of Lexington and the
Lexington Public Employee Committee**

This Attachment reflects the parties' agreement on the creation and use of the separate account for the mitigation monies.

A. Creation of a Separate Account for the Mitigation Monies:

The Town shall continue to maintain a separate account for the mitigation monies, to be funded from the sources shown below:

A1. Subscriber Premium Contribution Split Change for the Indemnity Plan;

The savings realized by the Town due to an increase in the subscriber contribution split to the indemnity plans (Harvard Pilgrim Medicare Enhance, Health New England Medicare Supplement Plan, Tufts Health Plan Medicare Complement, Unicare State Indemnity Plan/Medicare Extension OME with/without CIC and Unicare State Indemnity Plan/Basic with/without CIC) from twenty percent (20%) to twenty-five percent (25%) paid by the subscriber. This amount will be determined using November subscriber counts and premium rates, as provided by the GIC, each year of the agreement. For Active plans, this figure will be the difference between twenty percent (20%) and twenty-five percent (25%) of the GIC established premium. For Retiree plans, this figure will be the difference between twenty percent (20%) and twenty-five percent (25%) of the GIC established premium;

A2. Retiree Premium Contribution Split Change for the Medicare Supplement HMO Plans;

The Mitigation Fund shall reimburse the Town for the cost realized by the Town due to a decrease in the retiree contribution split to the Medicare Supplement HMO plan (Tufts Health Plan Medicare Preferred). This amount will be determined annually using November subscriber counts and premium rates, as provided by the GIC and transferred to the General Fund health appropriation. This figure will be the difference between twenty percent (20%) and eighteen percent (18%) of the GIC established premium;

A3. Subscriber Premium Contribution Split Change for the Active and Non-Medicare Eligible Plans;

The Town shall continue to provide for 85% of the premiums for the PPO and HMO health insurance plans. The savings realized by the Town from increasing the active and non-Medicare retiree contribution split of all non-indemnity plans by three (3%) percent in Fiscal Year 2015 will be annually transferred each November from the General Fund Appropriation for Health into the Mitigation Fund. This amount will be determined on an annual basis using the November subscriber counts and premium rates, as reported by the GIC.

A4.Savings Realized by the Opt-Out Program;

Fifty (50) percent of the savings realized by the Town as a result of the Opt-Out program will be deposited into the Mitigation Fund. The savings will be calculated using the Harvard Pilgrim Independence Plan and deposited on a quarterly basis, if applicable.

The “savings” shall be calculated using the following example:

Individual Premium for Harvard Pilgrim Independence Plan				
Annual Town Cost	Opt-Out Incentive	Savings	50% HRA 1	50% Town
\$8,134.53	\$2,500	\$5,634.53	\$2,817.26	\$2,817.27

Family Premium for Harvard Pilgrim Independent Plan				
Annual Town Cost	Opt-Out Incentive	Savings	50% HRA 1	50% Town
\$19,772.50	\$5,000	\$14,772.50	\$7,386.25	\$7,386.25

B. Uses of the Separate Account for the Mitigation Monies:

B1. Payment made toward funding the HRA-Part 1, as defined by any plan documents agreed to by the Town and the PEC.

B2. Payment made toward funding the HRA-Part 2, as defined by any plan documents agreed to by the Town and the PEC.

B3. Medicare Part B Subsidy.

The Town will contribute to a portion of the Medicare Part B premium as found in Section 8B of this Agreement.

Retirees will continue to pay their Medicare Part B premium through their Social Security monthly checks or directly through quarterly billing for those retirees who do not receive a Social Security pension check.

The Town will provide a separate Retiree Health Insurance rate sheet which will show both the “original” premium rates for the Medicare Part B Supplemental Plans and the premium rate after the Medicare Part B subsidy for that year has been applied.

C. Mitigation Fund Balance:

If the balance in the Mitigation Fund is not sufficient to fund the mitigation programs, the Town will provide thirty (30) days’ notice to the Coalition, so that the Coalition can decide where to make adjustments. The parties agree that in no event will the Town be responsible to provide any mitigation in excess of the mitigation amounts specified in this Agreement.

Adjustments to this section of the agreement to provide additional funds to the mitigation account shall not be made by increasing the Town’s contribution rate during this agreement (Years 1-2, 82%). This does not preclude a change in the Medicare Part B Supplemental Plan subsidy contribution rate funded under Section 8B.