



COUNTY OF ORANGE

**HUMAN RESOURCE SERVICES
EMPLOYEE BENEFITS**

**CONTRACT
FOR
LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE COVERAGE**

CONTRACT

THIS Contract for the Life and Accidental Death and Dismemberment Insurance and, hereinafter referred to as (“Contract”) is effective January 1, 2015, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Hartford Life and Accident Insurance Company, with a place of business at 200 Hopmeadow Street, Simsbury, CT 06089, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for the Life and Accidental Death and Dismemberment Insurance;

WHEREAS, the Contractor represents that its services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract with Contractor for Life Insurance and Accidental Death and Dismemberment insurance coverage.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** The Scope of Work for this Contract is attached hereto as Attachment A.
2. **Pricing:** The Contract, as specified in Attachment B hereto, includes full compensation for providing all services to be provided under this Contract.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Contract shall be as specified in Attachment B, hereto.
4. **Contract Term:** The ~~initial~~ term of this Contract is for ~~four~~ ~~three~~ (34) years effective January 1, 2015, continuing for ~~four~~ ~~three~~ (34) years from that date, unless terminated by County. Contract may be renewed for up to ~~one~~ ~~two~~ (21) additional one (1) year terms, upon mutual agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors.
5. **Entire Agreement:** This Contract, including its Attachments, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.
6. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the

Attachment B – Redline Changes to Contract with Hartford Life and Accident Insurance Company

Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

8. **Appropriation/Contingency of Funds:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the Term of this Contract. If such appropriations are not approved, this Contract will be immediately terminated without penalty to the County.
9. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
10. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.
11. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
12. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
13. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination laws or regulations including but not limited to Section 1720 *et seq.*, of the California Labor Code.
14. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-contractors.
15. **Errors and Omissions:** Upon written notice to Contractor, the plan sponsor has the option of conducting periodic audits at its own expense during the normal business hours at an office of the Contractor or at one of the plan sponsor's offices, subject to the authorization and hold harmless agreement referenced above. All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by

Contractor as Account Manager and key personnel, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction at no charge to County.

16. **Warranty:** Contractor expressly warrants that the services covered by this Contract are: 1) merchantable and good for the ordinary purposes for which they are used; and 2) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees, as identified in paragraph 19 below and as more fully described in paragraph 19, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, regulations, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
17. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph 19 below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
18. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall materially comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph 19 below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
19. **Indemnification and Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any claims, demands or liability of any kind or nature arising from or related to the services, products or other negligent or willful misconduct performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurers

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$5,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

20. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
21. **Contractor Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Account Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
22. **Contractor's Account Manager and Key Personnel:** Contractor shall appoint an Account Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Account Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld. Contractor will make every effort to notify and consult with the County prior to any change to the Account Manager team.

The Contractor's Account Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Account Manager.
23. **Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's project manager shall have the right to require the removal and replacement of the Contractor's Account Manager from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such request for removal of Contractor's Account Manager. The Contractor shall accomplish the removal within one (1) day after written notice by the County's project manager. The County's project manager shall review and approve the appointment, and such approval shall not be unreasonably withheld, of the replacement for the Contractor's Account Manager. The County is not required to provide any additional information, reason or rationale for the request for removal of Contractor's Account Manager from providing services to County under this Contract.
24. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's Account Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Account Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole properties of the County and may be used by the County as it may require without additional cost to

the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County. Except for insurance policies issued by Contractor and except for any documents resulting from insurance transactions, which will be and remain the property of Contractor (collectively, “Contractor Data”), the County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. Except for Contractor Data, all documents, reports, and other incidental or derivative work or materials furnished hereunder shall become and remain the sole properties of the County and may be used by the County as it may require without additional cost to the County. Except for Contractor Data, none of the documents reports and other incidental or derivative work or furnished materials shall be used by the Contractor without written consent of the County. Contractor shall retain all documentation, including Contractor Data, generated pursuant to or as result of this Agreement for a period of not less than seven (7) years. If the claimant so authorizes Contractor to do so, Contractor will provide the County with access to claimant-identifiable data during that seven-year period.

26. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County, with the exception of Contractor Data. County data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. Except for Contractor Data, all materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. Contractor shall retain all documentation, including Contractor Data, generated pursuant to or as result of this Agreement for a period of not less than seven (7) years. If the claimant so authorizes Contractor to do so, Contractor will provide the County with access to claimant-identifiable data during that seven-year period.
27. **Records:** The Contractor shall keep an accurate record of time expended by Contractor and the sub-contractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times.
28. **Audits/Inspections:** Upon the parties’ execution of a mutually agreeable audit confidentiality agreement, and once Contractor has received signed authorizations from claimants and beneficiaries if confidential claim information is in scope for the audit, Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s Program Manager.

29. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
30. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor, to the best of their ability, shall not, during the period of this Contract, employ any County employee for any purpose.
31. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of this Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
32. **Breach of Contract:** The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and/or
 - b. Terminate this Contract immediately, without penalty to the County.
33. **Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Account Manager and the County's project manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to this Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the amount for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of his Contract, including the provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as

such, shall be in writing, and shall be signed by the County’s Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions.

- d. Notwithstanding any of the foregoing, the decision of the County shall not be binding upon the Contractor and will not preclude Contractor’s recourse to a court of competent jurisdiction once the Disputes process has concluded.
34. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
35. **Force Majeure:** Contractor shall not be in breach of this Contract during any delay beyond the time named for the performance of this Contract caused by any act of God, health emergency, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
36. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
37. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
38. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given herein shall be in writing, except through the course of the County’s project manager and Contractor’s Account Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County:

Program Manager, Diana Banzet
Human Resource Services/Employee Benefits
333 W. Santa Ana Blvd., Room 137
Santa Ana, CA 92701

Contractor: Hartford Life and Accident Insurance Company
Leslie Bolt, Account Manager
200 Hopmeadow Street
Simsbury, CT 06089

39. **County Child Support Enforcement:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of this Contract.
40. **Change Of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
41. **Precedence:** The documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the attachments and exhibits.
42. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
43. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
44. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
45. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
46. **Waiver Of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
47. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is

not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

48. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
49. **Privacy:** Contactor will comply with all applicable state and local privacy laws including but not limited to the Gramm-Leach-Bliley Act. Contactor also agrees to comply with the Personal Information Confidentiality and Security Addendum, attached as Exhibit 1.
50. **Survival:** Notwithstanding any provision to the contrary herein, the provisions of paragraphs 15, 16, 17, 18 and 19 shall survive the termination of this Contract.
51. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
52. **Bills and Liens** Contactor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contactor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contactor shall promptly procure its release and, in accordance with the requirements of paragraph 19 above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
53. **Changes:** Contactor shall make no changes in the work or perform any additional work without County's specific written approval.
54. **Terms and Conditions:** Contactor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
55. **Incorporation:** This Contract and its Attachments A through F and Exhibit 1 & 2 are attached hereto and incorporated by reference and made a part of this Contract.

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Hartford Life and Accident Insurance Company*

Print Name Title

Signature Date

Print Name Title

Signature Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

Approved by Board of Supervisors on: Date_____

APPROVED AS TO FORM:

Deputy, Office of County Counsel
Orange County, California

Attachment A

Scope of Work

Contractor shall underwrite a fully insured Basic and Voluntary Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance policy for all County employees who are currently eligible or become eligible under the policy and act as the representative of County in matters related to the above referenced plans. The County reserves the right to add additional departments, agencies or employee groups to the insurance policies. The Contractor reserves the right to underwrite risk and assign appropriate rates. Contractor shall not change the provisions, exclusions or coverage provided within the Policies during the term of this Contract, including any renewal periods which may be mutually agreed upon by the parties, unless required by law or unless such changes are mutually agreed to by the parties.

Administrative Services

- a. Contractor will be responsible for the payment and processing of Life insurance and AD&D insurance claims, waiver of premium approvals (if applicable) and any other customer service transaction, accurately and expeditiously.
- b. Maintain experienced staff (i.e., account management, claims, customer service) for provision of the County's Life insurance and AD&D insurance. At minimum, County designated Account Management staff should have at least a Bachelor's Degree with a minimum of five years' experience working with plans similar to the County plans. Other staff members should have at least three years' experience working in their field of expertise. Important Note: The County reserves (1) the right to be notified, in advance, of any changes in staff assigned to the Contract, and (2) the right to request reassignment or removal of staff members that, in the County's opinion, do not adequately perform required services to effectively administer the Plan. Maintain customer services hour Monday through Friday, 8 a.m. – 5 p.m. (Pacific Time).
- c. Renewal notice must be given by Contractor at least 31 days in advance of the renewal date. Any new rates for the following contract year must be given by Contractor no later than June of the current contract year. Any termination of coverage (other than for non-payment of premium) can be effective no earlier than 180 days after proper written notice, and only after the end of any rate guarantee period (in other words, you cannot attempt to terminate any Contract until the end of the rate guarantee period.)
- d. Contractor shall include a 60-day premium grace period in the contract.
- e. Premium billing will be on a "self-bill" basis (as defined in Attachment B, Cost/Compensation for Contract Services).
- f. Contractor must maintain full and accurate records with respect to all matters and services provided to the County. Have proper systems in place to track and maintain all claimant information, claims activity and fund activity.
- g. Store and maintain claims records safely and for a minimum, of five (5) years beyond the end of the fiscal year in which claim is made, or a longer period of time as necessary in the case of litigated claims.
- h. Recommend legal counsel for any legally disputed claims and assist legal counsel in the preparation of any litigated cases.

Attachment B – Redline Changes to Contract with Hartford Life and Accident Insurance Company

- i. Provide an annual management report to the County each year during the term of the Contract, summarizing the Plan's activity during the preceding year and providing cost estimates and deposit guidelines for the ensuing year. Report must also include the following information:
 1. Earned Premium
 2. Paid Claims
 3. Change in Active Claim Reserves
 4. Conversion
- j. In the event of the termination of the Contract, and to the extent permitted by applicable law, Contractor will transfer to the new insurance carrier necessary records and information not proprietary to the Contractor. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier.
- k. Contractor shall provide the applicable insurance policy(ies) that accurately reflect the County's eligibility provisions, insurance amounts, benefit schedule, exclusions and limitations and other required benefit and contract provisions deemed appropriate. Such insurance policy (ies) will be subject to approval by the County.
- l. Contractor will be responsible for providing a Group Insurance Policy/Certificate of Coverage to all insured employees, including an electronic version which can be posted on the County's Benefits Center website. The County must approve all policies/certificate of insurance.
- m. Contractor will work with the County's benefit outsourcing/self-service administrator in providing benefits administration services to County HR staff and County employees in an "employee self-service" environment.
- n. Contractor agrees to accept the same beneficiary information held by the County's self-service administrator provided by employees.
- o. Contractor agrees to provide support for the annual open enrollment process, including providing employee communication/promotional material and attending employee meetings as requested by the County.
- p. Perform research and provide responses to technical questions from the Employee Benefits Division staff.
- q. Contractor Account Manager shall respond to the Employee Benefits Division on issues and requests within twenty-four (24) hours.
- r. Contractor shall provide the following additional services included in the premium rates:
 - Contractor shall advise and assist with subsequent revisions as requested by the County.
 - Contractor shall assist the County's Benefits Staff regarding review of the policy and other descriptive materials.
 - Contractor shall create and maintain a current and complete claim file for all claims.
 - Contractor shall evaluate and notify claimant and County of claim status.
 - Contractor shall develop and support a multi-level appeal process for all plans that meets compliance requirements.
 - Contractor shall investigate and process inquiries of an appeal of a denied claim.
 - Contractor shall provide Printing of Certificates of Coverage
 - Contractor shall list any additional services a provided

Attachment B – Redline Changes to Contract with Hartford Life and Accident Insurance Company

- s. Provide day-to-day consultation on matters pertaining to claim status, discrepancies, disputes, plan interpretation, etc.
- t. Review and comment on communication to employees regarding the life insurance and Accidental Death and Dismemberment benefit.

Attachment B Cost/Compensation

1. Compensation

County agrees to compensate the Contractor per firm fixed price contract as set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishings all staffing and materials called for; and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

2. Payment Schedule

Payment for Life and AD&D premiums identified herein will be issued by the County based on the covered volume as provided by the County to the Contractor on the monthly premium report. Payment will be made on or before the end of each month, representing payment for services provided during the current month.

3. Firm Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

4. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

5. Payment Terms: Premium payment will be based upon the number of active subscribers, and associated coverage levels and rates as provided by the County to the Contractor on the monthly Premium Report. Payment for the month will be made on or before the 30th day of each month, representing payment for services provided in the current month, i.e. payment for the month of January will be paid by January 30th.

The County’s Program Manager at HR/Employee Benefits in conjunction with Employee Benefits Finance is responsible for approval of invoices and subsequent submittal of invoices to the County Auditor-Controller for payment processing.

RATES

Basic Life, Additional Life, Extra Additional Life Rates

Service	Rates	Rates	Rates
	Contract Year 1-3	Contract Year 4 (if applicable)	Contract Year 5 (if applicable)
Basic Life (Plan 1) - Classes 1, 2, 3, 4 & 6 (per 1,000)	.089	.089	*
Basic Life (Plan 1) - Classes 5 & 7 (per 1,000)	.034	.034	*
Voluntary Life (Plan 2) (per 1,000)			*
Under 30	.031	.031	*
30 to 34	.031	.031	*

Attachment B – Redline Changes to Contract with Hartford Life and Accident Insurance Company

Service	Rates	Rates	Rates
	Contract Year 1-3	Contract Year 4 (if applicable)	Contract Year 5 (if applicable)
35 to 39	.031	.031	*
40 to 44	.072	.072	*
45 to 49	.120	.120	*
50 to 54	.203	.203	*
55 to 59	.344	.344	*
60 to 64	.495	.495	*
65 to 69	.734	.734	*
70 and over	.734	.734	*
Voluntary Life (Plan 3) (per 1,000)			*
Under 30	.031	.031	*
30 to 34	.031	.031	*
35 to 39	.031	.031	*
40 to 44	.072	.072	*
45 to 49	.120	.120	*
50 to 54	.203	.203	*
55 to 59	.344	.344	*
60 to 64	.495	.495	*
65 to 69	.734	.734	*
70 and over	.734	.734	*
Dependent Life Craft & Plant (Per EE)	1.245	1.245	*
Dependent Life All Others (Per EE)	4.418	4.418	*

Basic AD&D and Voluntary AD&D Rates

Service	Rates	Rates	Rates
	Contract Year 1-3	Contract Year 4 (if applicable)	Contract Year 5 (if applicable)
Basic AD&D (per 1,000)	.018	.018	*
Voluntary AD&D – EE (per 1,000)	.022	.022	*
Voluntary AD&D – EE/Family (per 1,000)	.038	.038	*

*Rates will be determined as of the renewal notice.

Attachment C

Implementation Plan/Project Schedule

County of Orange - Implementation Plan/Project Schedule				
ID	Task Name	Start	Finish	Resource Names
1	Notification of Sale	Tue 6/17/14	Tue 6/17/14	County of Orange
2	Review Sold Case Details	Wed 6/18/14	Fri 6/20/14	Hartford IM Team
3	Engage Implementation Team	Wed 6/18/14	Fri 6/20/14	Implementation Manager
4	Conduct Kick-off Meeting	Thu 6/19/14	Wed 6/25/14	Hartford/County of Orange
5	Create Agendas	Thu 6/19/14	Fri 6/20/14	Implementation Manager
6	Schedule Face to Face Kick-off Meeting	Thu 6/19/14	Fri 6/20/14	Implementation Manager
7	Create Implementation Project Plan	Thu 6/19/14	Fri 6/20/14	Implementation Manager
8	Create Implementation Kick-off Binder	Mon 6/23/14	Tue 6/24/14	Implementation Manager
9	Conduct Kick-off Meeting	Wed 6/25/14	Wed 6/25/14	Hartford/County of Orange
10	Enrollment Services (If applicable)	Tue 6/17/14	Fri 11/21/14	Hartford IM Team
11	Identify Company Specific Administration Needs for Enrollment	Thu 6/26/14	Wed 7/9/14	Enrollment Team
12	Review/Confirm Plan Designs needed for Enrollment Materials	Thu 7/10/14	Wed 7/23/14	Hartford IM Team
13	Execute Enrollment Strategy	Tue 6/17/14	Fri 11/21/14	Enrollment Team
14	Develop Communication Materials	Thu 7/24/14	Wed 8/6/14	Hartford IM Team
15	Benefit Highlight Sheets	Thu 7/24/14	Wed 8/6/14	Implementation Manager
16	Enrollment Forms	Thu 7/24/14	Wed 8/6/14	Enrollment Team
17	Medical Underwriting Applications	Thu 7/24/14	Wed 8/6/14	Hartford IM Team
18	Develop Training Materials	Thu 7/24/14	Wed 9/3/14	Enrollment Team
19	Engage on-site enrollers (if applicable)	Tue 6/17/14	Mon 6/30/14	Hartford IM Team
20	Conduct Annual Enrollment	Sat 11/1/14	Fri 11/21/14	Hartford Account Mgr
21	Complete Enrollment Strategy	Fri 11/21/14	Fri 11/21/14	Hartford IM Team
22	Document Customer Information	Thu 6/26/14	Wed 8/6/14	Hartford/County of Orange
23	Identify Additional Company Specific Administration Needs	Thu 6/26/14	Wed 7/23/14	Hartford/County of Orange
24	Review/Confirm Additional Plan Design Info	Thu 6/26/14	Wed 7/23/14	Hartford/County of Orange
25	Review/Confirm Reporting Needs	Thu 6/26/14	Wed 7/23/14	Hartford/County of Orange
26	Review/Confirm Billing Needs	Thu 6/26/14	Wed 7/23/14	Hartford/County of Orange
27	Review/Confirm Claims Processes	Thu 6/26/14	Wed 7/23/14	Hartford/County of Orange
28	Determine Additional Communication/Training Needs	Thu 6/26/14	Wed 8/6/14	Hartford/County of Orange
29	Confirm All Information Received	Wed 7/23/14	Wed 7/23/14	Implementation Manager
30	Activate New Plans	Thu 7/24/14	Mon 8/11/14	Hartford IM Team
31	Provide Deliverables	Tue 8/12/14	Tue 10/21/14	Hartford IM Team
32	Draft Billing Statements	Tue 8/12/14	Wed 9/3/14	Hartford IM Team
33	Draft Booklets & Contract Materials	Tue 8/12/14	Mon 9/22/14	Hartford IM Team
34	Booklet review with client	Tue 9/23/14	Tue 10/21/14	Hartford IM Team
35	Case Effective Date	Thu 1/1/15	Thu 1/1/15	

Attachment D

Staffing Plan

1. Primary Staff to perform Contract duties

Name	Classification/Title
John Hinton	National Account Sales Manager
Leslie Bolt	Account Manager
Jeffery Burkman	National Account Implementation Manager
Anthony Scavotto	Senior Underwriter

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title
N/A	

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County’s Project Manager approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel; however, Contractor will retain ultimate responsibility for its personnel decisions.

3. Sub-contractor(s)

In accordance with Article 12 “Assignment or Sub-Contracting”, listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A, Scope of Work.

Company Name	Staff Name
N/A	

Attachment E

Performance Guarantees

Following the end of each quarter the County shall complete the **Account Management Report Card** and submit to Contractor. (See Attachment F) At the end of the term, Contractor will calculate the composite score in each performance assessment category by averaging the scores for the four (4) quarters of the term. The assessments of each of the performance assessment categories will be weighted equally. The Account Management Commitment will be deemed as fulfilled if the average of the Composite Scores in each category (“Account Management Composite Score”) is equal to or greater than the Account Management Composite Score indicated on the Account Management Report Card.

Contractor will place the following amount/percentage at risk per quarter if stated standard(s) are not met.

The Hartford¹ is willing to financially guarantee our performance in the categories outlined below. The financial guarantee will be an amount not to exceed 2% of the annual premium on for each of your coverages for which The Hartford has issued to you an insurance policy. The term of any performance guarantee shall be one year, with all reporting and performance guarantee documentation conducted by The Hartford. After the initial year, we will work with County to determine whether the financial guarantees will be continued and/or revised. The proposed financial distributions / weightings of each category are outlined below. The Commencement of tracking of performance guarantee metrics is contingent upon the execution of a signed Performance Guarantee Agreement no later than 60 days after the plan effective date.

Performance Standard	Basis of Measurement	Financial Amount at Risk
<p>Account Management Satisfaction with account management determined by results obtained through a scorecard completed by County of Orange. Overall communication and responsiveness will be evaluated in a mutually agreed upon “County of Orange Account Management Report Card” and “Business Plan Document”. The survey will be completed by the client on a quarterly basis and the overall service scores (per The Hartford’s predetermined calculation) will be calculated and averaged. The results for each category will be at least “Satisfactory”.</p>	<p>Quarterly County of Orange Account Management Report Card/Business Plan Document</p>	<p>\$2,300</p>

¹The Hartford® as used herein refers to The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

Attachment B – Redline Changes to Contract with Hartford Life and Accident Insurance Company

Performance Standard	Basis of Measurement	Financial Amount at Risk
<p>Customer Service Average Speed to Answer: Calls will be answered in 30 seconds or less, based on an annual average and book of business. Abandonment Rate: Abandonment Rate will be 3% or less (based on an annual average) and book of business.</p>	<p>The Hartford Phone System Report</p>	<p>\$2,100</p>
<p>Life Decision Time For all Life claims received in the field claim office during the term of the agreement, initial decisions will be rendered within the following standards:</p> <ul style="list-style-type: none"> Process 95% of all claims from receipt of all necessary information within 5 business days for approved claims and, process 95% of all claim denial decisions from receipt of all necessary information, to include medical and/or legal review, within 10 business days. 	<p>The Hartford Quality Assurance Report</p>	<p>\$2,100</p>
<p>Life Payment Accuracy For all Life claims received during the term of the agreement, 97% of claim dollars will be paid correctly.</p>	<p>The Hartford Quality Assurance Report</p>	<p>\$2,100</p>
<p>Life Enrollment Processing 90% of all evidence of insurability applications will be processed or have additional information requested within ten business days of initial receipt or receipt of additional information.</p>	<p>The Hartford Quality Assurance Report</p>	<p>\$2,100</p>
<p>AD&D Decision Time For all AD&D claims received in the field claim office during the term of the agreement, initial decisions will be rendered within the following standards:</p> <ul style="list-style-type: none"> Process 95% of all claims from receipt of all necessary information within 5 business days for approved claims and, process 95% of all claim denial decisions from receipt of all necessary information, to include medical and/or legal review, within 10 business days. 	<p>The Hartford Quality Assurance Report</p>	<p>\$2,100</p>
<p>AD&D Payment Accuracy For all AD&D claims received in the Field Claim Office during the term of the agreement, 97% of claim dollars will be paid correctly.</p>	<p>The Hartford Quality Assurance Report</p>	<p>\$2,100</p>
<p>Implementation An Implementation Satisfaction Survey will be prepared and delivered to County of Orange by January 1, 2015. An overall score of “Satisfied” or above will be achieved.</p>	<p>The Hartford Implementation Satisfaction Survey Results</p>	<p>\$2,100</p>

Assessment will be performed each quarter and within 60 days of the quarter end by County HRS/Employee Benefits staff who primarily works with the Aetna team. Penalties will be applied on an annual basis. Contractor has the right to provide written response to any negative County rating resulting in penalty payment and receive a written response from the County prior to any payment of penalties.

Attachment F

Account Management Report Card

Rating Methodology:

- 5 = Completely Satisfied
- 4 = Very Satisfied
- 3 = Satisfied
- 2 = Somewhat Satisfied
- 1 = Dissatisfied

Client/Company Name: County of Orange
 Completed By (please print): _____
 Client Signature _____
 Date completed: _____
 Telephone #: _____

County will complete the box with the score that most closely reflects the level of satisfaction with the local account management team with respect to the following service categories. A separate quarterly report card will be completed, signed and dated each quarter.

Measurable Need	1 st Q	2 nd Q	3 rd Q	4 th Q	Comments
1. Account Management <ul style="list-style-type: none"> • Claim detail, experience and utilization reports provided • Quarterly Client meeting conducted 					
2. Customer Service – Average Speed to Answer					
3. Customer Services – Abandonment Rate					
4. Life – Claim Processing					
5. Life – Payment Accuracy					
6. Life – Complaint Resolution					
7. Life – Enrollment Processing					
8. AD&D – Claim Processing					
9. AD&D – Payment Accuracy					
10. Implementation					

Fill in for each quarterly period:

Date Sent to Client: / / / / / / / /
 Date Returned by Client: / / / / / / / /

EXHIBIT 1
PERSONAL INFORMATION CONFIDENTIALITY AND SECURITY ADDENDUM

This Personal Information Confidentiality and Security Addendum ("**Addendum**"), effective as of January 1, 2015, is made by and between Hartford Life and Accident Insurance Company, and its affiliates (collectively "**The Hartford**"), and the County of Orange ("**County**").

The Hartford is an insurance company that issues insurance policies through its various underwriting companies to policyholders and provides insurance coverage ("**Insurance**") to policyholders' employees;

County expects that while providing Insurance, The Hartford will at all times implement policies and procedures designed to protect the personal information obtained from County about its employees; and

In consideration of the mutual promises of the Parties herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

"**Nonpublic Personal Information**" means County employees' nonpublic personal information as that term is defined in Title V of the Gramm-Leach-Bliley Act and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA"), and personally identifiable information protected under any applicable state laws, rules or regulations relating to disclosure or use of such personally identifiable information (collectively, including GLBA, "**Privacy Laws**").

"**Party**" means County or The Hartford. "**Parties**" means County and The Hartford.

"**Security Breach**" means unauthorized access to or acquisition of Nonpublic Personal Information maintained by The Hartford for which notification to County employees is required under applicable Privacy Laws.

2. PERMITTED USES AND DISCLOSURES. Any use or disclosure of Nonpublic Personal Information is specifically and expressly limited to the use or disclosure that is necessary to provide Insurance or is permitted by applicable Privacy Laws. The Hartford will use reasonable technical and organizational measures to ensure that its use or disclosure of Nonpublic Personal Information conforms with applicable Privacy Laws.

3. SECURITY MEASURES.

a. Appropriate Safeguards. By executing this Addendum, The Hartford certifies that it has implemented written, comprehensive information security programs detailing administrative, technical and physical safeguards ("**Information Security Safeguards**") designed to ensure the security and confidentiality of customer records and information, to protect against any anticipated threats or hazards to the security or integrity of such records, to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer, and to provide for the proper disposal of Nonpublic Personal Information, as required by applicable Privacy Laws. The Hartford documents all Information Security Safeguards and keeps them current in light of changes in applicable Privacy Laws and insurance industry standards.

b. Authorized Persons. The Hartford will limit access to Nonpublic Personal Information to those employees, authorized agents, vendors, consultants, service providers and subcontractors who have a reasonable need to access such Nonpublic Personal Information in connection to the uses permitted by this Addendum or who have access that is incidental to performing their jobs for The Hartford (the "**Authorized Persons**"). The Hartford will require that each Authorized Person complies with The Hartford's Information Security Safeguards.

c. Security Reviews. The Hartford shall regularly test and monitor its Information Security Safeguards and systems and shall conduct periodic reviews to ensure compliance with the requirements set forth herein. At the County's reasonable request, The Hartford will allow the County to conduct a walk-through during business hours of its facilities that store and process Nonpublic Personal Information to ascertain compliance with The Hartford's obligations under this Addendum.

4. SECURITY BREACH MANAGEMENT.

a. Notification. In the event of a Security Breach, The Hartford will provide notifications to affected County employees, regulatory agencies, and law enforcement as required by applicable Privacy Laws.

b. Exclusions. Security Breaches that occur because of the action, inaction, or negligence on behalf of or are otherwise due to the County, its employees, contractors, agents and other individuals acting on behalf of the County under its direction and control shall not be the responsibility of The Hartford. The County shall be responsible for all costs associated with such an excluded Security Breach, including any required notification to affected County employees, regulatory agencies, and law enforcement.

5. MISCELLANEOUS.

a. Assignment; Binding Agreement. Neither Party may assign this Addendum or any rights or obligations thereunder without the prior written consent of the other. Any attempted assignment without such prior written consent shall be void. This Addendum shall be binding upon the Parties and inure to the benefit of the Parties, their respective successors and permitted assigns.

b. Third Party Beneficiaries. Nothing in this Addendum, express or implied, is intended to confer any rights, benefits, remedies, obligations, or liabilities on any person (including, without limitation, any employees of the Parties), other than the Parties or their respective successors or permitted assigns; provided, that The Hartford's affiliates shall be considered third party beneficiaries of this Addendum and shall be entitled to enforce the terms and conditions of this Addendum directly on their own behalf.

c. Modification. This Addendum may only be modified by a written agreement duly executed by persons authorized to sign agreements on behalf of the Parties.

d. Complete Agreement; Severability. This Addendum is the complete and exclusive statement of agreement between the Parties with respect to the treatment of Nonpublic Personal Information and supersedes all prior agreements and communications between the Parties related to the subject matter hereof. If any provision of this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

e. Governing Law; Venue. All questions concerning the validity, interpretation or performance of this Addendum shall be governed by and decided in accordance with the laws of the State of California, without regard to any conflicts of laws and principles thereof. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Orange County, California, and agree that all actions or proceedings relating to this Addendum shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

f. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Neither Party consents to the use of electronic signatures with respect to this Addendum.

This Addendum has been duly executed and delivered as of the effective date set forth above.

Hartford Life and Accident Insurance Company

County of Orange

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT 2

Group Policy and Booklets

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