



**HUMAN RESOURCE SERVICE
EMPLOYEE BENEFITS**

**CONTRACT FOR
PROVISION OF LONG TERM DISABILITY INSURANCE PLAN
AND ADMINISTRATION OF SHORT TERM DISABILITY
INSURANCE PLAN AND RESERVE DEPUTY SHERIFF
DISABILITY INCOME PROTECTION PLAN**

Contract

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CONTRACT

THIS Contract for the Provision of Long Term Disability Insurance Plan, and Administration of Short Term Disability Insurance, and Disability Income Protection plans, hereinafter referred to as (“Contract”) is effective January 1, 2016 by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Standard Insurance Company, with a place of business at 1100 SW 6th Ave, Portland OR 97204, 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 Provision of Long Term Disability Insurance Plan and Administration of Short Term Disability Insurance and Disability Income Protection plans; and

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 the Provision of Long Term Disability Insurance Plan, and Administration of the Short Term Disability Insurance and Reserve Deputy Sheriff Disability Income Protection plans.

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 price, 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 term of this Contract is for ~~four~~ **five (45)** years effective January 1, 2016, continuing for ~~four~~ **five (45)** years from that date, unless terminated by County. ~~Contract may be renewed for up to one (1) additional one (1) year terms, upon mutual agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew this Contract.~~
5. **Entire Agreement:** This Contract, including its Attachments, together with the Administrative Services Agreements, Group Short Term Disability Plan, and the Group Insurance Policies, 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 between the parties 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

Attachment B - Redline Changes to Contract with Standard Insurance Company
of Civil Procedure section 394. Furthermore, the 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. The County will be responsible for all premiums due and payable up to the date of termination.
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. Notwithstanding the foregoing, the County consents to the subcontractors listed in Attachment D.3. Notwithstanding this paragraph or any other terms or provisions set forth in this Contract or its Attachments, none of the work done for the County, its employees, agents, directors, elected officials or their dependents as relates to this Contract may be performed outside the United States of America. Further no participant specific data including but not limited to name, personal health information, social security numbers, addresses, information regarding dependents, or date of birth may be accessed outside the United States of America by Contractor, its affiliates, or their employees, directors, or subcontractors.
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:** 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, Contractor's faulty work performance, negligent or unlawful acts arising from performance under this Contract, 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 fully comply, at Contractor's expense, with all applicable 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** 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, including but not limited to personal injury or property damage, arising from or related to any negligent, reckless, or willful acts of Contractor in the performance of 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.
20. **Insurance:**

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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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 zero (0) by the appropriate line of coverage.

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 Insurer

The policy or policies of insurance must be issued by an insurer with 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 ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Network Security and Privacy Liability Insurance	\$1,000,000 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 policies 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 with the exception of Professional Liability policy and the Network Security and Privacy policy, 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, 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.

21. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all applicable 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.
22. **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 request that Contractor personnel be removed from performing services under this Contract to the County. Contractor reserves the right to make decisions regarding the staff servicing the County.

23. **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. Contractor shall notify the County in writing if the Account Manager is changed and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

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.

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 owns the self-funded Short Term Disability plan claim files ("County Owned Documents"). Contractor owns all proprietary business records created in the course of administering the fully-insured group insurance policies, including but not limited to, underwriting, sales and claim files ("Contractor Owned Documents").

26. **Title to Data:** All County Owned Documents, including materials, documents, data or other information in any medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such 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. All County Owned Documents, including materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

27. **Audits/Inspections:** 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, but not any auditors who are Contractor's competitors) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. Any such audit/inspection is subject to applicable law. 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 as long as is required by applicable 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, provided such transfer is permitted by applicable law.

28. **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.

29. **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 shall not, during the period of this Contract, employ any County employee for any purpose.
30. **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. County will be responsible for all premiums due and payable up to the date of termination.
31. **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. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and/or
 - c. Terminate this Contract immediately, without penalty to the County.
32. **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.

Nothing in this section 32 shall change the termination provisions of the group insurance policies.

33. **Orderly Termination:** Upon termination or other expiration of this Contract, Contractor shall return to County all County Owned Documents and County shall return to Contractor all Contractor Owned Documents, unless either party is under an obligation to retain such information. If either party has such an obligation, then it may retain one copy and all requirements in this Contract regarding confidentiality shall remain in force and effect while party retains the copy.

At the end of the term of this Contract or in the event of termination of this Contract by either party, the Contractor agrees to provide County with claims experience and other information necessary within thirty (30) days of the effective date of termination of the Contract in order to assist in an orderly transition to another insurance carrier. Any data sharing or transfer is subject to applicable law.

At the end of the term of this Contract or in the event of termination of the Contract by either Party and upon the request of County Contractor agrees to continue the administration of claims incurred prior to the effective ending date of this Contract for a period of six months after the termination date.

34. **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, 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, or as soon as reasonably possible and Contractor avails himself of any available remedies.
35. **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.
36. **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.
37. **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, Kellie Aumond
Human Resource Services/Employee Benefits
333 W. Santa Ana Blvd., Room 137
Santa Ana, CA 92701

Contractor: Standard Insurance Company
Teresa Lollar, Account Manager
1100 SW 6th Ave.
Portland, OR 97204

38. **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.

39. **Change Of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the 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:

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

40. **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. Notwithstanding anything else in this section 40., the terms and conditions of Contractor's group insurance policies shall govern eligibility for insurance and benefits and Contractor's right to underwrite and terminate its group insurance policies. Contractor shall interpret its own group insurance policies.
41. **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.
42. **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.
43. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
44. **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.
45. **Waiver Of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice 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.

46. **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.
47. **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.
48. **Confidentiality:** Contractor understands and agrees that maintaining the confidentiality of personally identifiable information is important. Attachment F hereto shall be operative and control Contractor's confidentiality obligations.
49. **Survival:** Notwithstanding any provision to the contrary herein, the provisions of paragraphs 15, 16, 17, 18, 19, 20 and 21 shall survive the termination of this Contract.
50. **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.
51. **Bills and Liens** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor 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.
52. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
53. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
54. **Incorporation:** This Contract and its Attachments A through F are attached hereto and incorporated by reference and made a part of this Contract.
55. **County's Conflict of Interest Policy (Renewal) – The Contractor has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article 39 herein.**

CONTRACT SIGNATURE PAGE

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

Standard 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 agrees to administer the County's self-insured Short Term Disability Plan, and the Reserve Deputy Sheriff Accidental Death and Dismemberment and Disability Income Protection Plan in accordance with the Plan Documents attached hereto as Exhibits I, II, and III, including subsequent amendments provided by the County for each employee unit that is to receive Short Term Disability Plan benefits, and to act as the representative of the County in matters related to the above referenced plans, and agrees further to provide the County during the terms of this Contract all the services detailed below.

I. Short Term Disability (STD)

The Short Term Disability Plan is provided to covered full-time employees within the Administrative Management, Executive Management, Law Management, Attorney, and Craft & Plant Units and part-time employees in the Attorney Unit. The plan provides covered employees with up to 60% of covered earnings when they become disabled. The maximum benefit period is 1 year. The Short Term Disability Contractor coordinates the transition of the Short Term Disability claim to Long Term Disability if applicable.

II. Reserve Deputy Sheriff Disability Income Protection Plan

The self-insured Reserve Deputy Sheriff Accidental Death & Dismemberment and Disability Income Protection Plan is provided to individuals appointed as Reserve Deputy Sheriffs in the event an injury is sustained while performing assigned duties as a Reserve Deputy Sheriff, and injury result in a total or partial disability. Administration is only required if/when a claim is filed.

III. Long Term Disability

Contractor agrees to provide Long Term Disability Insurance and administer Long Term disability benefits for covered employees in accordance with the Long Term Disability Policy attached hereto as Exhibit III. Covered employees include full-time employees within the Administrative Management, Executive Management, Law Management, Attorney, and Craft & Plant Units and part-time employees in the Attorney Unit. Long Term Disability benefits provide covered employees up to 60% of covered earnings after the maximum benefit period under the Long Term Disability Policy once the Short Term Disability Plan is exhausted.

IV. Scope of Services

a. Claims Filing Procedure

1. Disabled employees can obtain claim form and W-4 forms through the County of Orange Benefits Center web site or by contacting the County's Benefits Resource line.
2. Employee is instructed to complete the appropriate sections, have his/her physician complete the certification of the disability section and return all forms to the County of Orange Employee Benefits Office.
3. Upon receipt of completed claim form, County of Orange Employee Benefits will verify eligibility, last day worked and the last day employee received any paid leave.
4. County of Orange Employee Benefits will forward claim form and W-4 to Contractor for benefit determination and further processing.

b. Administrative Services

Contractor shall:

1. Provide the fully-insured Long Term Disability (LTD) Plan and the administration of self-insured Short Term Disability (STD) Plan, and Reserve Deputy Sheriff Disability Income Protection Plan in accordance with the Plan documents, including subsequent amendments, provided by the County for the unit that is eligible to receive benefits, and act as the representative of the County in matters related to the County's LTD, STD and Reserve Deputy Sheriff Disability Income Protection Plan.
2. Maintain experienced staff (i.e., account management, claims, customer service) for provision of the County's LTD, and the administration of STD and Reserve Deputy Sheriff Disability Income Protection Plan. At minimum, County designated Account Management staff should have a minimum of five years' experience working with plans similar to the County plans.
3. Maintain customer service hours with a toll-free number Monday through Friday, 8 a.m. – 5 p.m. (Pacific Time).
4. Take reasonable and effective precautions to prevent payment of fraudulent claims.
5. Maintain sound and accepted professional practices for the control of claims.
6. Provide professional review of claims to determine disability, the initial and continuing benefit eligibility, the appropriateness of treatment, and the appropriateness of an employee's return to work. This review should be performed by a health care professional, which may include a nurse case manager or medical doctor, and should take place within 10 working days of receipt of claim or, another timeframe mutually agreed upon by the County and the Contractor. On an as needed basis, the professional review shall also include assistance to the County in determining appropriate alternatives of rehabilitation, rehabilitative employment job structuring and ability to perform modified tasks or assignments.
7. Coordinate with the County's Risk Management Department to verify eligibility of workers' compensation benefits when a claimant indicates that injury and/or illness resulted from a work related incident. File a lien when verification is received from Risk Management that claimant has submitted a workers' compensation claim.
8. Coordinate with the Orange County Employees Retirement System, or other non-County and County agencies from which claimant receives income while eligible for a Disability Salary Continuance benefit.
9. Notify claimants of ineligible claims and the reason for ineligibility within 10 working days of receipt of claim or within a timeframe mutually agreed upon by the County and the Contractor.
10. Assist the County in establishing procedures for making adjustments for underpayments and requesting recoupment for overpayments. Once procedures are established, provide the designated services for making the adjustment or requesting recoupment, within a timeframe mutually agreed upon by the County and the Contractor. Notify the claimant of any underpayment or overpayment identified by County or by Contractor via normal auditing process. Notify the County when an underpayment or overpayment is identified by the Contractor.
11. Communicate, in appropriate instances, with physicians, hospitals, or other persons or institutions supplying medical and/or dental services, in order to clarify or verify disability and claims submitted by employees. Properly document when this action is required to research a claim. Documentation should be made available to the County upon request when permitted by applicable law.
12. Respond to each claim with either:
 - a) A payment from funds provided by the County by the dates consistent with County pay dates; or
 - b) An explanation of delay or denial within 10 working days of receipt of claim or timeframe mutually agreed upon by the County and the Contractor. Provide the County with a decision letter.
13. Compute tax withholding on benefit payments issuing separate checks to the County of Orange for deposit of withholding with government agencies.

14. Maintain records and accounts of the operation of the Plan and to provide periodic reports to the County. Specifically, the following is required:
 - a) An itemized list of benefits paid, showing type of claim, amount paid, date of occurrence, duration of claim, and monthly and year to date payments. Such designation to be itemized by the specific representation unit and fund unit of each claimant. This is due monthly.
 - b) A report showing all disbursements prepared by the Contractor and forwarded to the County during the month including deposits for tax payments. This is due monthly.
15. For eligible claims only, track duration of Disability Salary Continuance and coordinate the transition of Disability Salary Continuance to LTD by providing the LTD claim form to claimants at the thirty-second (32nd) week of Disability Salary Continuance benefits. Provide a copy of the cover letter sent with the LTD claim form to the County of Orange at the same time the LTD claim form is sent to the claimant. This process would involve coordination with the County's LTD claims administrator/vendor. The requirements of this section do not apply to claims with anticipated recovery dates that are prior to the LTD start date and they do not apply to claims denied based on Workers' Compensation. The requirements of this section also not apply when an LTD claim form is not required for rollover claims.
16. Annually prepare and distribute W-2 forms using Contractor's EIN to claimants who received disbursements that were made under the terms of the County's Salary Continuation Plan within the federally mandated timeframes.
17. Have proper systems in place to track and maintain all claimant information, claims activity and fund activity.
18. Provide LTD forms including W-4 in PDF format.
19. Provide "read only" access to the County's Program Manager to view approved and denied STD and LTD claims.
20. Coordinate STD, LTD and Catastrophic leave (e.g. donated leave) benefits for eligible employees when County gives Contractor adequate information about the Catastrophic leave benefits provided.
21. Store and maintain claims records safely and for a time as proscribed by applicable law, or a longer period of time as necessary in the case of litigated claims.
22. Assist the County in the revision of the Plan Document and to incorporate revisions, additions or amendments to the Plan administration.
23. Provide to the County information necessary for defense of any litigated STD claims.
24. Ensure administrative fees are not used to make benefit payments.
25. Subject to applicable law, provide the County with information on claims upon request to assist the County in resolving problems that claimants have with the processing or payment of their claims.
26. 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 for the ensuing year. Report should also include the following information:
 1. Number of new claims in Plan year
 2. Average open claims per month
 3. Average claims pay out per month
 4. Average length of a claim
 5. Average number of checks per claim
 6. Average number of STD claims that transition to an LTD claim

7. Top 3 diagnosis/prognosis

The annual management report will be available 60 days after close of plan year.

27. Provide all necessary assistance and advice to the County in the assumption of administrative responsibilities of the Disability Salary Continuance Plan and Reserve Deputy Sheriff Disability Income Protection Plan.
28. Provide services to County employees who are eligible under the Disability Salary Continuance Plan and the Reserve Disability Income Protection Plan benefits within the state of California or outside the state of California.
29. Furnish, at Contractor's expense, professional claims review and investigation services as deemed necessary by the Contractor.
30. Furnish, at Contractor's expense, actuarial services and consultation to assist the County with Plan Document revisions(s) and determination of funding requirements.
31. In addition to paper claim submission, provide telephonic claim intake service to provide a convenient and efficient way for employees to initiate a claim by calling an 800# that is designated for the County.

Attachment B**Cost/Compensation****1. Compensation**

This is a fixed price Contract between the County of Orange and Contractor for the Provision of the Long Term Disability Insurance Plan; and Administration of the Short Term Disability Insurance Plan and the Reserve Deputy Sheriff Disability Income Protection plans as provided in Attachment A, Scope of Work. County agrees to compensate the Contractor per the pricing structure 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.

RATES**A. Long Term Disability Insurance:**

	Monthly Rates per \$1 dollar of monthly covered payroll
Class 1 - Administrative Management	0.00164
Class 2 - Attorneys	0.00098
Class 3 - Craft And Plant	0.00843
Class 4 - Law Management	0.00206
Class 5 - Executive Management	0.00161

B. Short Term Disability – Administrative Service Only Fee: \$1.57 per member, per month**C. Reserve Deputy Sheriff Disability Income Protection Plan – Administrative Service Only Fee: \$350 per claim****D. Reserve Deputy Sheriff Accidental Death and Dismemberment Plan – Administrative Service Only Fee: \$135 per claim****2. Contractor's Expense**

Contractor shall be responsible for all costs related to photo copying, telephone communications, fax communications, and parking during the performance of work and services provided under the Contract.

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 the Contract, including all attachments and exhibits.

4. Payment Terms: Payment for Long-term disability premium and Short-term Disability administrative service fees will be based the number of eligible employees per month and the associated rates, as provided in Section 1.A. - Long Term Disability Insurance table and Section 1.B. - Short Term Disability above, and provided by the County to Contractor, on the monthly Premium Report. Payment for the current month will be made, on or before the 30th day of the current month, representing payment for the services provided in the current month (i.e. payment for the month of January will be paid by January 30th).

Contractor shall submit invoices for Short-term Disability claims monthly, in arrears, to the County's Program Manager. Invoices shall be submitted by the second business day of the following month. Payments will be released within thirty (30) calendar days after receipt of a correctly completed invoice submitted in accordance

with the terms set forth herein and accompanied by all required supporting documents. The Parties acknowledge that the invoices must be verified and approved by the County's Program Manager and is subject to routine processing requirements of the County. County may withhold or delay payment if Contractor fails to comply with any provision of the Contract.

Contractor shall submit invoices for Reserve Deputy Sheriff Disability Income Protection Plan and Accidental Death and Dismemberment Plan administrative services fees in arrears, to the County's Program Manager, unless otherwise directed in this Contract. Payments will be released within thirty (30) calendar days after receipt of a correctly completed invoice submitted in accordance with the terms set forth herein and accompanied by all required supporting documents. The Parties acknowledge that the invoice must be verified and approved by the County's Program Manager and is subject to routine processing requirements of the County. County may withhold or delay payment if Contractor fails to comply with any provision of this Agreement.

The responsibility for providing an acceptable invoice rests with the Contractor. Billings shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under the Contract and shall not be construed as acceptance of any part of the goods or services.

- 5. Payment – Invoicing Instructions:** The Contractor will provide a billing statement to the County with information sufficient for the County to determine the premiums, claims and fees owed. The Contractor will provide billing statements via email as requested by the County.

The Contractor will provide invoices for services rendered, no more frequently than monthly. Each invoice shall have a unique invoice number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Invoice Date
5. Billing Period
6. Description of fees/services
7. Billing rates and extended prices
8. Total Invoice Amount

The County's Program Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Invoices and support documentation are to be forwarded to:

Kellie Aumond, Program Manager
Human Resource Services/Employee Benefits
Hall of Administration
333 W. Santa Ana Blvd., Room 137
Santa Ana, CA 92701

Contractor and County may mutually agree, in writing, to modify the Invoicing Instructions in Section 5.

Attachment C

Staffing Plan

1. Primary Staff to perform Contract duties

Name	Classification/Title
Teresa Lollar	Account Manager
Kari Fuhrman-Dobson	Senior Employee Benefits Consultant
Geoff Clarkson	National Accounts Underwriter
Rena Hall	Team Lead II, Contracts
Catrina Hua	Policy Administration Specialist

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

Name	Classification/Title
AMResponse@standard.com	Email alias which reaches every Account Manager in The Standard's Orange, Los Angeles, and Phoenix offices service grouping

Articles 22 and 23 of this Contract govern any changes to Contractor's key personnel.

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 D**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 calendar year if stated standards(s) are not met.

Guarantee	Target	Reporting Methodology	Formula	Reporting Frequency	Assessment Period	Annual Dollars at Risk	Comments
Short Term Disability							
Initial Decision/Turnaround Time	95% of clean STD claims will receive a determination to approve, deny or pend within 5 business days of Claim assignment	Via Timeliness Report	Number of claims determined within 5 business days/total number of claims determined during the reporting period	Annually	Annually	\$600	Measured from the date all information is available to process the claim to the date claim decision is made. Measurement is based upon business days.
Procedural Accuracy	98%	Via audit of 100% of STD claim decisions in reporting period	Total number of procedures handled correctly/total number of procedural requirement.	Annually	Annually	\$600	Procedural accuracy is how accurately the claim was handled. Key claim procedures measured are verification of coverage, correct benefit waiting period served, return to work services, diagnosis code, future close date/maximum benefit period accurate and writes communication to employee and employer within 2 business days of approval or 5 business days of denial.

Attachment B - Redline Changes to Contract with Standard Insurance Company

Financial Accuracy	98%	Via audit of 100% of STD claim decisions in reporting period.	Total dollar amount of payment errors/Total dollars payable	Annually	Annually	\$600	Payment accuracy is how accurately the computation of the benefits is for a given claim including all deductions, taxes, offsets, duration-control and adjustments.
Member Services							
STD Customer Survey – Member Satisfaction with Initial Claim Decision	Average score of “satisfied” on member surveys	Monthly transaction report	Sum of response to Overall Satisfaction questions/Total number of respondents	Annually	Annually	\$600	100% of all initial STD claim decisions will be surveyed. Survey instrument rating is on a 1-5 scale. The metric will be included in the Annual Report but not part of the financial penalty calculation, as the number of surveys returned is not projected to be credible.
LTD Customer Survey – Member Satisfaction with Initial Claim Decision	Average score of “satisfied” on member surveys	Via annual customer survey	Sum of response to Overall Satisfaction questions/Total number of respondents	Annually	Annually	10% of previous fiscal quarter expenses; excludes commissions and premium tax	100% of all initial LTD claim decisions will be surveyed. Survey instrument rating is on a 1-5 scale. The metric will be included in the Annual Report but not part of the financial penalty calculation, as the number of surveys returned is not projected to be credible.
Speed to Answer	Calls will be answered in 30 seconds or less, based on annual average	Via call management system report	Number of seconds to answer calls during reporting period/Total number of calls answered during reporting period	Annually	Annually	\$600	This will track average wait times for ALL Intake calls.

Attachment B - Redline Changes to Contract with Standard Insurance Company

Abandonment Rate	4% or less (excludes calls abandoned within 10 seconds)	Via call management system report	Number of calls abandoned during the reporting period/ total number of incoming calls during the reporting period	Annually	Annually	\$600	This will track call abandonment rate for ALL Intake calls.
Account Management							
Delivery of Reports LTD Experience Report Performance Guarantee Report Claim Detail Report STD and LTD Utilization Report	90 days after end of reporting period	Via electronic distribution	N/A	Annually	Annually	\$600	
Conduct account management meetings on a quarterly basis at the direction of the County of Orange	4 meetings during the plan year.	Via meeting agendas and notes	N/A	Semi-Annually	Annually		
County satisfaction with account management	Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly assessments.	Standard scorecard provided by County	The annual composite score for each category will be calculated based upon the annual average. Overall Annual Account Management score will be calculated based upon the average of the annual composite score for each category.	Quarterly	Annually	\$600	

Attachment E

Account Management Report Card

Rating Methodology:

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

Client/Company Name: _____
 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	Annual Composite Score
1. Provides County with timely notification of issues impacting plan and/or participants					
2. Responds to participant issues & questions in a timely, comprehensive manner.					
3. Develops, follows through on action plans; effective coordination to resolve open issues.					
4. Is accessible and attends scheduled meetings.					
5. Delivers agreed upon reports and communication of Contractor results on time.					
Account Management Composite Score (All Categories)	N/A	N/A	N/A	N/A	

Fill in for each quarterly period:

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

At the end of each quarterly period, Contractor will forward Account Management Report Card to County for completion.

Following the end of the Term and receipt of the fourth (4th) quarterly survey from the County, 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 weighed 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 Attachment E.

Attachment F

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into on the 1st day of January, 2016, by and between County of Orange (“Policyholder”) and Standard Insurance Company (“The Standard”).

Standard Insurance Company issued group long term disability and group life insurance coverage to certain employees of the Policyholder, covering certain employees.

The Standard agrees to the follow requirements below.

1. Obligations of The Standard

The Standard agrees to:

- a) Not use or disclose health information other than as permitted or required by the Agreement or as permitted or required by law;
- b) Use and follow appropriate data safeguarding requirements as required by law;
- c) Comply with applicable security incident or breach laws, including meeting breach notification requirements;
- d) Ensure that any subcontractors that create, receive, maintain, or transmit health information on behalf of The Standard agree to comply with applicable privacy and data safeguarding laws and regulations, and to notify The Standard of suspected or known security incidents or breaches related to the data;
- e) Add additional health information to The Standard’s records upon request; however, deletions will not be agreed to; and
- f) Provide an accounting to individuals or their legal representative upon request (after confirmation of appropriate legal status), of disclosures made by The Standard of health information, when required by applicable laws.

2. Permitted Uses and Disclosures by The Standard

The Standard agrees to:

- a) Use or disclose health information only as required or allowed by law;
- b) Make uses, disclosures and requests for health information consistent with its business need to know policy;
- c) Not use or disclose health information in a manner that would violate applicable privacy or data safeguarding laws; and
- d) Use health information for the proper management and administration of its business and to carry out its legal responsibilities.

3. Notice of Privacy Practices

The Standard shall provide Policyholder with a Privacy Notice as required by the Graham-Leach-Bliley Act (GLBA), including changes in the Privacy Notice. This notice identifies information that The Standard may gather and may disclose.

4. Termination

The Term of this Agreement shall be effective as of the date below, and shall terminate immediately upon request by the Policyholder, or when the group policies, insurance contracts, are terminated by the Policyholder or by The Standard, consistent with the insurance contracts.

Upon termination of this Agreement The Standard shall:

- a) Retain health information which is necessary to continue its business functions or to carry out its legal responsibilities, including meeting record retention requirements; and
- b) Continue to use appropriate safeguards over health information retained.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed in The Standard's name as of the _____ day of _____, 2015.

STANDARD INSURANCE COMPANY

By _____

Print Name _____

Print Title _____

Date _____

Exhibit 1

Short Term Disability Plan Document

See separate attachment

Exhibit 2

Reserve Deputy Sheriff Disability Income Protection Plan Document

See separate attachment

Exhibit 3

Long Term Disability Policy

See separate attachment