

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

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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
Renaë 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

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							accurate and writes communication to employee and employer within 2 business days of approval or 5 business days of denial.
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

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							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.
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		

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<p>County satisfaction with account management</p>	<p>Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly assessments.</p>	<p>Standard scorecard provided by County</p>	<p>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.</p>	<p>Quarterly</p>	<p>Annually</p>	<p>\$600</p>	
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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 _____

Attachment B - Redlined Contract with Standard Insurance Company

Exhibit 1

Short Term Disability Plan Document

See separate attachment

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Exhibit 2

Reserve Deputy Sheriff Disability Income Protection Plan Document

See separate attachment

Exhibit 3

Long Term Disability Policy

See separate attachment