



Contract

Between

County Of Orange

and

Hartford Life and Accident Insurance Company, Inc

for

Life and Accidental Death and Dismemberment Insurance Coverage

CONTRACT

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CONTRACT

This Agreement, hereinafter referred to as “Contract” is effective January 1, 2025 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, Inc with a place of business at One Hartford Plaza, Hartford, CT, 06155; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for Life and AD&D Insurance Coverage; and

WHEREAS, the Contractor responded and represented that its proposed 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 a Contract for Life and AD&D Insurance Coverage with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Services:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A, Scope of Services.”
2. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Payment/Compensation, identified and incorporated herein by this reference, as full payment for (a) performing all services and furnishing all staffing and materials required, (b) any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, (c) risks connected with the services, and (d) performance by the Contractor of all its duties and obligations hereunder.
3. **Term of Contract:** The initial term of this Contract is for three (3) years, effective January 1, 2025 and continuing for three (3) years from that date, unless earlier terminated by the County. The Contract Term may be renewed for up to two (2) additional consecutive one (1) year terms, upon the mutual written agreement of the Parties. The County does not have to give reason if it elects not to renew. Renewal of the Contract may require approval by the County Board of Supervisors. Permitted renewals of the Contract provided in this paragraph 3 shall not result in any change in any other term, condition or provision of this Contract.
4. **Entire Agreement:** This Contract, including its Attachments A through F, as they now exist or may hereafter be changed, modified, or amended, and which are attached hereto and incorporated herein by this reference, constitutes the entire Contract between the Parties with respect to the matters herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein. No exceptions, alternatives, substitutes, understandings, agreements or revisions, whether oral or written, are valid or binding on the County unless authorized by the County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on the County unless accepted in writing by the County’s Purchasing Agent or designee.
5. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on

either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing.

6. **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. 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 parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
7. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
8. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
9. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse services and to cancel all or any part of the services not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work.
10. **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 the Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
11. **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, other than to internal affiliates (writing companies), neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of the County's Program Manager, as identified below. 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's Program Manager shall be invalid and shall constitute a breach of this Contract. Irrespective of any assignment of subcontracting with respect to any portion of this Contract, Contractor shall remain fully responsible and liable for the performance of all services required herein. Notwithstanding the preceding provisions of this paragraph, (i) services to be performed for County under this Contract may be performed by personnel of Contractor or of any other entity that is controlling, controlled by, or under common control with, Contractor and (ii) Contractor may assign this Contract and all rights, duties and obligations hereunder to any other entity that is controlling, controlled by, or under common control with the Contractor that succeeds to the business of Contractor providing the services under this Contract. 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 participant interaction may be performed outside the United States of America, with the exception of core Account Team Members as named in Staffing Plan, Attachment C, or otherwise approved by County, on an as needed basis. In no case may participant specific data be sent to locations outside the United States of America. To the extent that non-core account team members, special project teams and the like are required to do work for the County outside the United States of America, data will not include participant data that will allow for personal identification either as a standalone data element

or in combination, for example, social security number, date of birth, personal health information, and home addresses. In instances where previously identified core Account Team Members are required to access participant specific data, as approved by the County, on an as needed basis while outside the United States of America, data will be accessed and viewed only, and will not be stored, changed, or updated in any fashion. The Hartford has outsourced certain functions, but not direct, customer facing services, to well respected firms in both the US and overseas. Any outsourced activities are highly protected and monitored through contractual, technological and process safeguards. The Hartford and its providers work with the highest level of integrity to ensure the sanctity of confidential and/or personally identifiable information.

12. **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 1741 of the California Labor Code.
13. **Performance:** Contractor shall warrant 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.
14. **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 attached hereto, 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.
15. **Warranty:** Contractor expressly warrants that the services covered by this Contract: 1) will be performed in a timely, competent and professional manner, in accordance with highest industry standards, by duly qualified and experienced Contractor personnel possessing all relevant certifications, licenses and permits; 2) will conform to the specifications set forth herein and 3) are fit for the particular purpose intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities, as identified in paragraph 18 below and as more fully described in paragraph 18, 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.
16. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, 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 18 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.

17. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully 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 18 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.
18. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold 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") harmless from any claims, demands or liability of any kind or nature, arising from or related to the services, products or other 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.
19. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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 or ambest.com**).

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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Network Security & Privacy Liability	\$3,000,000 per claims-made
Employee Dishonesty (Client Coverage)	\$2,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required by Written contract.***
- 2) A primary non-contributing endorsement using ISO CG 20 01 04 13, or a form at least as broad 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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as Additional Insureds for its vicarious liability.
- 2) A primary and 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, its elected and appointed officials, officers, employees, and agents* when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 and/or Network Security & Privacy Liability is/are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the 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 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified contractor.

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 (30) 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. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. **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.
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 any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall consider effectuating the removal of the specified Contractor personnel from providing any services to the County under this Contract within two business weeks 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. Contractor retains ultimate responsibility for its personnel decisions.
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. This Account Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Program 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; however, this may not be possible in every circumstance. Contractor retains ultimate responsibility for its personnel decisions.

The Contractor's Account Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Program Manager shall have the right to request the removal and replacement of the Contractor's Account Manager from providing services to the County under this Contract. The County's Program manager shall notify the Contractor in writing of such action. The Contractor shall consider the removal within three (3) business days after written notice by the County's Program Manager. The County's Program Manager shall review and approve the appointment of the replacement for the Contractor's Account Manager. The County is not required to provide

any additional information, reason or rationale in the event it requires the removal of Contractor's Account Manager from providing further services under the Contract.

24. **County's Program Manager:** The County shall appoint a Program Manager to act as liaison between the County and the Contractor during the Term of this Contract. The County's Program Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
25. **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 Program 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.
26. **Ownership of Documents:** Contractor retains its ownership of its underlying intellectual property that existed prior to the effective date, and any new intellectual property or improvements thereto that Contractor or Contractor personnel develop during the term of this Agreement, to the extent such were developed by Contractor without the use of County intellectual property (the "Contractor IP"). Except for Contractor IP, 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. Contractor will grant to the County license to use Contractor IP contained in any deliverables provided to the County while Contractor is providing insurance Services to the County.
27. **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. 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 materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. The Hartford will own all records and customer information derived from insurance transactions by applicable law or is strictly to the Hartford. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information in a reasonable timeframe so that new insurance carrier will be able to provide services to the County by the end of this contract.
28. **Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in for a period of three (3) years after final payment is received from the County.
29. **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) 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 (3) 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 County's Program Manager.

Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations, if required by law, from claimants and beneficiaries if confidential claim information is in scope for the audit. Hartford understands and agrees that any confidentiality agreement will not cause the County to violate any provisions of state or federal law regarding public records disclosure.

30. **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.
31. **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 subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
32. **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 or 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.
33. **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. Terminate this Contract immediately, without penalty to the County;
 - b. 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;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

34. **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 Program 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.
 - d. notwithstanding any of the foregoing, the decision of the County shall not be binding upon Contractor and will not preclude Contractor's recourse to a court of competent jurisdiction once the Dispute process has concluded.

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 shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section 34, Termination, herein. The Parties may remove the matter to a court of competent jurisdiction once the disputes process has resolved.

35. **Orderly Termination:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 performance of the Contract. However, The Hartford may retain a copy of confidential data as required by auditors, reinsurers or regulators or to comply with any federal, state or local requirements governing the retention of records and materials. Confidential data that was transmitted, read or stored electronically may not be deleted from The Hartford's computer systems or equipment. Hartford will take steps that comply with industry standards and are acceptable to the County to maintain the confidentiality of such confidential data. Such steps shall be no less rigorous than those used to protect The Hartford's own similar information.
36. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, disease, pandemic or other 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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

37. **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.
38. **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.
39. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given herein shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the County's Program 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 (4) 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, Robin Gurien
Human Resource Services/Employee Benefits
400 W. Civic Center Drive, Suite 111
Santa Ana, CA 92701

cc: Human Resource Services/Employee Benefits
Attn: Deputy Purchasing Agent
400 W. Civic Center Drive, Suite 111
Santa Ana, CA 92701

Contractor: Kristin Tapia, Client Relationship Manager
One Hartford Plaza
Hartford, CT 06155

40. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm. Parties understand this not applicable to services provided by contract.

41. **Change Of Ownership/Name, Litigation Status, Conflicts with County Interest:** 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 the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the 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. The County understands and agrees that Hartford, as a public company, will need to comply with IRS and SEC rules and regulations regarding commenting on certain transactions such as mergers or acquisitions.

42. **Precedence:** The Contract 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. The County understand that the insurance contract (as filed with the California State Department of Insurance) will take precedence only as required by California state law.
43. **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.
44. **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.
45. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

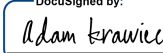
46. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
47. **Interpretation:** This Contract has been negotiated at arm's 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. **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.
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:** To the extent applicable to services in this contract, 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 18 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.


(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Hartford Life and Accident Insurance Company, Inc*

Adam Krawiec	Vice President, Relationship Mgmt
_____ Print Name	_____ Title
<small>DocuSigned by:</small>  <small>91DDC95A6B034F1...</small>	6/21/2024
_____ Signature	_____ Date

Matt Collins	Vice President - Group Benefits CFO
_____ Print Name	_____ Title
<small>DocuSigned by:</small>  <small>FF41F466D8CF409...</small>	7/1/2024
_____ 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 or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE
A political subdivision of the State of California

_____ Print Name	<u>Deputy Purchasing Agent</u> Title
_____ Signature	_____ Date

Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:

DocuSigned by:

4AC000E8C37471...

Deputy, Office of County Counsel
Orange County, California

ATTACHMENT A Scope of Services

I. Background

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 or eliminate 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 the 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.

II. Definitions

- a. *“Employee Benefits Division”* A division of Human Resource Services of the County responsible for the design, implementation and on-going administration of the County’s various employee benefit plans and programs.
- b. *“Benefits Administrator”* shall be defined as the County’s Benefits Center for employees, which provides full Benefits administration such as benefits eligibility and enrollment, currently provided through Alight Solutions LLC.

III. Scope of 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 transactions, accurately and expeditiously.
- b. Contractor shall maintain experienced staff (i.e., account management, claims, customer service) for provision of the County's Life Insurance and AD&D Insurance. At minimum, the 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’s 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. Customer Service hours must be maintained, at least Monday through Friday, 8 a.m. – 5 p.m. (Pacific Time).
- c. Renewal notice must be given by Contractor at least 180 days in advance of the renewal date. Any new rates for the following contract year must be given by Contractor no later than May 1 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 the Contract until the end of the rate guarantee period).
- d. Contractor shall include a 31-day premium grace period in the Contract.
- e. Premium billing will be on a “self-bill” basis (as defined in Attachment B, Payment/Compensation

- f. Contractor shall compute tax withholding on benefit payments and report to the appropriate government agencies.
- g. Annually prepare and distribute W-2 forms to claimants who received disbursements that were made under the terms of the County's Life insurance or AD&D plans within the federally mandated timeframes. Prepare and include a personalized benefits statement detailing benefits paid and withholding for tax purposes. This personalized benefits statement should be included with the W-2. Annually provide to the County copies of each benefits statement along with a report detailing all W-2 distributions within 10 working days of the W-2 distribution to claimants.
- h. Contractor must maintain full and accurate records with respect to all matters and services provided to the County. Contractor shall have proper systems in place to track and maintain all claimant information, claims activity and fund activity.
- i. Store and maintain claims records safely for the Term of the Contract 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.
- j. Recommend legal counsel for any legally disputed claims and assist legal counsel in the preparation of any litigated cases.
- k. 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
- l. In the event of the termination of the Contract, provide copies of all files necessary to transfer records of each member's history of claims at no cost to the County, within 30 days of the termination of the Contract. Deliver all records, accounts of operation and claimant claim files to the County.
- m. 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.
- n. 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 Service Center website. The County must approve all policies/certificate of insurance and other employee communications prior to distribution.
- o. Contractor agrees to accept the same beneficiary information held by the County's Benefits Administrator provided by employees.
- p. 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.
- q. Perform research and provide responses to technical questions from Employee Benefits Division staff.
- r. Contractor's Account Manager shall respond to the Employee Benefits Division on issues and requests within twenty-four (24) hours.

- s. Contractor shall provide the following additional services included in the premium rates:
 - 1. Advise and assist with subsequent revisions as requested by the County.
 - 2. Assist the County's Employee Benefits Division Staff regarding review of the policy and other descriptive materials.
 - 3. Create and maintain a current and complete claim file for all claims.
 - 4. Evaluate and notify claimant and County of claim status.
 - 5. Develop and support a multi-level appeal process for all plans that meets compliance requirements.
 - 6. Investigate and process inquiries of an appeal of a denied claim.
 - 7. Provide Printing of Certificates of Coverage.
 - 8. List any additional services as provided.
- t. Provide day-to-day consultation on matters pertaining to claim status, discrepancies, disputes, plan interpretation, etc.
- u. Review and comment on communication to employees regarding the life insurance and Accidental Death and Dismemberment benefit.
- v. Provide Performance Guarantee Reports on a quarterly basis.

ATTACHMENT B
Payment/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 furnishing 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. All payments are made in arrears. 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 the Contract not otherwise specified and provided for within this Contract.

The Hartford reserves the right to change rates in a guarantee period if there is a material change to the policy terms, and/or state or federal laws that impact the policy. After the initial rate guarantee period, we may change the premium after a 31-day notice. This generally occurs only at policy anniversary during renewal.

- 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 the Contract. The County will not provide free parking for any service provided in conjunction with the Contract, including services provided in the County Civic Center.

- 5. Payment Terms:** Premium payments 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 30.

The County's Program Manager at HRS/Employee Benefits Division 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.

Basic & Voluntary Life

Service	Volume	Current Rates	Annual Cost	Guarantee Period Minimum 3 year Rate Guarantee
Basic Life (Plan 1) - Classes 1, 2, 3, 4 & 6 (per 1,000)	191,155,000	0.061	\$139,925	3
Basic Life (Plan 1) - Classes 5 & 7 (per 1,000)	134,375,000	0.034	\$54,825	3
Voluntary Life (Plan 2) (per 1,000)				
Under 30	3,145,000	0.030	\$1,132	3
30 to 34	15,245,000	0.030	\$5,488	3
35 to 39	43,245,000	0.030	\$15,568	3
40 to 44	49,740,000	0.069	\$41,185	3
45 to 49	64,040,000	0.115	\$88,375	3
50 to 54	67,960,000	0.195	\$159,026	3
55 to 59	29,290,000	0.330	\$115,988	3
60 to 64	11,955,000	0.475	\$68,144	3
65 to 69	1,590,000	0.705	\$13,451	3
70 and over	3,295,000	0.705	\$27,876	3
Voluntary Life (Plan 3) (per 1,000)				
Under 30	3,145,000	0.030	\$1,132	3
30 to 34	15,245,000	0.030	\$5,488	3
35 to 39	43,245,000	0.030	\$15,568	3
40 to 44	49,740,000	0.069	\$41,185	3
45 to 49	64,040,000	0.115	\$88,375	3
50 to 54	67,960,000	0.195	\$159,026	3
55 to 59	29,290,000	0.330	\$115,988	3
60 to 64	11,955,000	0.475	\$68,144	3
65 to 69	1,590,000	0.705	\$13,451	3
70 and over	3,295,000	0.705	\$27,876	3
Dependent Life-not including Craft and Plant (per employee)	423	4.170	\$21,167	3
Dependent Life-Craft and Plant only (per employee)	30	1.245	\$448	3

Service	Volume	Current Rates	Annual Cost	Guarantee Period Minimum 3 year Rate Guarantee
Employer Paid Total	325,530,000		\$194,750	
Employee Paid Total	289,505,453		\$557,849	
TOTAL	615,035,453		\$752,599	

Basic and Voluntary AD&D

Service	Volume	Rates	Annual Cost	Guarantee Period Minimum 3 year Rate Guarantee
Basic AD&D (per 1,000)	624,255,000	0.018	\$134,839	3
Voluntary AD&D - EE (per 1,000)	29,450,000	0.022	\$7,775	3
Voluntary AD&D – EE/Family (per 1,000)	110,920,000	0.038	\$50,580	3
ER Paid Total	624,255,000		\$134,839	
EE Paid Total	140,370,000		\$58,355	
TOTAL	764,625,000		\$193,194	

Indicate if your organization will provide any implementation and/or communication credits and the dollar amount:

Credits	Dollar Amount	One Time or Annual
Communications Credit to classifications 5 and 7		

Confirm the Contractor shall guarantee that the premium rates may not be altered if there is a change in the number of Insureds.

 X Yes

ATTACHMENT C
Staffing Plan

1. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Kristin Tapia	Sr. Client Relationship Manager
Erin Elkins	National Account Executive
Tori Burton	AD, Relationship Management NA
Michelle Anthony	AD, Public and Education Market Lead

2. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification
Not applicable.	

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 services required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in Article 23 regarding Contractor's Project Manager removal, County expressly retain the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within three (3) business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

We will make every effort to notify and consult with the County in advance of any change in the Account Management team. New team members will undergo training and become well-versed in the County's plan and administration. Any changes will be communicated to you by phone and in writing.

1. **Sub-contractor(s)**

In accordance with Article 11 "Assignment or Sub-Contracting", listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A, Scope of Services.

Company Name	Staff Name
Not applicable.	

We do not intend to use any subcontractors; however, if we decide to do so in the future, we will make every effort to notify the County beforehand. The term "subcontractor" shall not include vendors hired by The Hartford to provide services across The Hartford's book of business.

ATTACHMENT D
Proposed Performance Standards

Contractor shall report to the County quarterly or upon other frequency if noted below, within 45 days after the close of the reporting period, on its satisfaction of each of the following performance standards.

Performance Standard	Basis of Measurement	Financial Amount At Risk
Account Management Satisfaction with account management determined by results obtained through a scorecard completed by County of Orange.	Scorecard completed quarterly	\$2300
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 3.5% or less (based on an annual average) and book of business.	The Hartford Phone System Report	\$2100
Life Decision Time For all Life claims received in the field claim office during the Term of the Contract, initial decisions will be rendered within the following standards: <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 	The Hartford Quality Assurance Report	\$2100
Life Payment Accuracy For all Life claims received during the Term of the Contract, 97% of claim dollars will be paid correctly.	The Hartford Quality Assurance Report	\$2100
Life Enrollment Processing: Enrollment processing / underwriting (i.e., evidence of insurability processing) 90% processed within seven business days	The Hartford Quality Assurance Report	\$2100

ATTACHMENT E
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 and main office account management teams with respect to the following service categories. A separate quarterly report card will be completed, signed and dated each quarter.

Measurable Need	1st Q	2nd Q	3rd Q	4th Q	Composite to be completed by PG Unit
1. Provides County with timely notification of issues impacting Plan and/or Participants.					
2. Responds to Participant issues & questions in a timely, comprehensive manner within 24 hours to acknowledge and 72 hours to provide data or status update.					
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 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 Attachment E.

ATTACHMENT F
County Of Orange Information Technology Security Provisions

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the Contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. County of Orange Information Technology Security Guidelines (Attachment J): County of Orange security guidelines follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Guidelines ("Security Guidelines"), as incorporated within this Agreement, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of services of this Contract. Any violations of such Security Guidelines shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Guidelines include, but are not limited to, Attachment L - County of Orange Information Technology Security Guidelines and Attachment I - Business Associate Contract.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements.
3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data.

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract or by applicable law. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract or by applicable law. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of The Contract via digital wiping, degaussing, or physical shredding as directed by County.

5. **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
6. **General Security Standards:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor (“Contractor Systems”) to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

a) **Contractor System(s) and Security:** At all times during the Contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County’s access and use of County data and the Services.

b) **Contractor and the use of Email:** Contractor, including Contractor’s employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor’s employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor’s performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County’s express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

7. **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
8. **Security Breach Notification:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or

organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data which requires notification under data breach notification laws (“Data Breach”), Contractor shall, at its own expense, (1) promptly (or within 5 days of Data Breach), notify the County’s Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the Data Breach; (3) provide a remediation plan within a reasonable timeframe of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) reasonably cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available summaries of relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence.

County and Contractor shall work together in good faith to make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law, then notifications to all persons and entities who are affected by the same event shall be considered. Contractor shall reimburse County for all legally required notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor’s acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals who require notification under law for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney’s fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

- 9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent’s data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor’s operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor’s receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

Fiduciary Cybersecurity

The Contractor commits to adhering to all best practices pertaining to cybersecurity as recommended by the Department of Labor. That includes, but is not limited to:

- Having a formal, well documented cybersecurity program.
- Conducting prudent annual risk assessments.
- Having a reliable annual third-party audit of security controls.
- Clearly defining and assigning security roles and responsibilities.
- Having strong access control procedures.
- Ensuring that any assets or data stored in a cloud are subject to appropriate security reviews and independent security assessments.
- Conducting periodic cybersecurity awareness training.
- Implementing and managing a secure system development life cycle program.

- Having an effective business resiliency program addressing business continuity, disaster recovery, and incident response.
- Encrypting sensitive data, stored and in transit.
- Implementing strong technical controls in accordance with best security practices.
- Appropriately responding to any past cybersecurity incidents.