



Contract Number
20-294

SAP Number

Human Resources

Department Contract Representative Diane Rundles, HR Director
Telephone Number 909-387-5570

Contractor Metropolitan Life Insurance Company
Contractor Representative Neil McMahon
Telephone Number 949-471-2330
Contract Term 07/18/20-07/29/2023
Original Contract Amount \$11,000,000
Amendment Amount N/A
Total Contract Amount \$11,000,000
Cost Center 7200007799 (LTD), 7200007800 (STD)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to contract to provide fully-insured, non-participating Short-Term Disability (STD), Long Term Disability (STD) and Protected Medical Leaves Administration as well as Employee Assistance Program (EAP) benefits for its employees; and

WHEREAS, the County conducted a competitive process to find Metropolitan Life Insurance Company (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide fully-insured, non-participating Short-Term Disability (STD), Long Term Disability (STD) and Protected Medical Leaves Administration as well as Employee Assistance Program (EAP) benefits for its employees; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 The Board. The Board of Supervisors of The County of San Bernardino is the policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.

A.2 Contractor. The Proposer selected by the County to provide Protected Medical Leaves Administration, Short-Term Disability, Long-Term Disability, and Employee Assistance Program benefits as a result of this Contract.

A.3 County. The County of San Bernardino is a local governmental agency in Southern California with more than 20,000 square miles. Los Angeles County borders the County on its west end, Riverside County borders the County on its south end, Nevada and Arizona border the County on its east end, and Nevada border the County on its north end. The County is the largest county geographically in the United States. It has a population of approximately 2 million residents, an annual budget of approximately five billion dollars, and has approximately 22,000 employees on payroll with nearly 20,700 provided employee benefits.

A.4 Employee Benefits and Services Division (EBS). A division of the County's Human Resources Department responsible for the design, implementation, and on-going administration of the County's various employee benefit plans and programs.

A.5 Employee Benefits Advisory Committee (EBAC). A labor/management committee charged with the responsibility to review and recommend new and/or changes to current employee benefit plans and programs. The Committee was established in 1995 by an agreement between labor and management for the purpose of improving their negotiations for employee benefit plans and programs.

A.6 Human Resources (HR) Department. The County's HR Department is comprised of various divisions and sections that provide a wide array of personnel and employee services to County departments and agencies. The Department Director reports directly to the County's Chief Executive Officer (CEO).

A.7 Protected Medical Leave. All Federal and State mandated leaves, including but not limited to the Family Medical Leave Act of 1993 (FMLA), California Family Rights Act of 1993 (CFRA) and Pregnancy Disability Leave.

B. CONTRACTOR RESPONSIBILITIES

B.1 All rates must be guaranteed for at least three (3) years and cannot be adjusted mid-year unless requested by the County. Provided, however, Contractor may change the rates whenever the following occurs:

- The premium contribution arrangement for employees and dependents is changed or varies from that stated in the group insurance policies when issues or last renewed, or
- The parties mutually agree to change the rates.

Rate changes made pursuant to this section are subject to section C9 herein and must be made by mutual agreement of the parties.

B.2 All rates must exclude commissions.

B.3 Contractor must agree to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for all employees and dependents, and employees on leave of absence as provided in the group insurance policies. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply, to any person covered as of July 18, 2020.

B.4. Upon takeover, Contractor must agree to assume liability for claims that are in dispute between

Contractor and the incumbent carrier if the issue cannot be resolved between the two organizations.

B5. Contractor must accept the current enrollment or participation levels under all Protected Medical Leaves, Short Term Disability and Long-Term Disability plans.

B6. Contractor agrees to take over existing open Protected Medical Leave claims and will administer the disability claims that are incurred on or after July 18, 2020.

B7. Contractor must allow this plan to be offered at the contracted rates to future County business and County affiliated units or districts

B8. Renewal notice must be given at least 180 days in advance of the renewal date. Any termination of coverage, other than for non-payment of premium, Contractor cannot attempt to terminate any contract until the end of the rate guarantee period.

B9. Contractor must maintain full and accurate records with respect to all matters and services provided to the County.

B10. Contractor agrees to administer W-2 for STD and absorb the MediCare cost on behalf of the County.

B11. Contractor will be responsible for processing Protected Medical Leave requests, Short Term Disability, and Long Term Disability claims, and any other customer service transactions accurately and expeditiously.

B12. Performance Guarantees are effective as of July 18, 2020 and must remain in effect for the duration of the Contract.

B13. Contractor shall complete and submit on a bi-annual basis, an Executive Summary Analysis, and Dashboard that includes claims data and plan experience for Short Term Disability, Long Term Disability, and FMLA. The analysis must include department level reporting.

B14. Adjust the weekly maximum benefit annually during the term of this contract, in accordance with adjustments made by SDI and as confirmed in advance with the County.

B15. Notify the County of those STD claims eligible to convert to LTD prior to the conversion of coverage. Also notify members of their conversion rights upon termination assuming the County provides information to Contractor regarding terminated members with indicators of employees terminating due to retirement (who are not eligible for LTD conversion).

B16. Ensure that an employee does not receive more than 100% of their wages irrespective of the combination of wages/benefits provided (e.g. Workers Compensation and STD) for non-occupational injury benefits paid for the same time frame.

B17. Coordinate benefits with County Risk Management Department. Should a Workers Compensation injury be denied, benefits if otherwise eligible would be payable by the Contractor to the employee upon evidence of denied Workers Compensation claim. Should the claim be subsequently accepted by County Risk Management, Risk Management will reimburse MetLife for the benefits paid under this contract. County Risk Management will be responsible for ensuring Contractor has the information necessary to comply with this requirement, such as Workers Compensation Denial letter.

B18. Contractor agrees that in the event this contract terminates, for any reason, that Short-Term Disability and Long-Term Disability claims that are incurred on or prior termination date shall continue to be the responsibility of the Contractor stated herein. This section shall not apply to Protected Medical Leave (or FMLA) claims.

B19. Contractor agrees to respond to County employee claim inquiries within one business day.

B20. Contractor agrees that direct deposit services for benefits payable shall be offered, upon election by claimants, at no charge to the County or eligible claimant.

B21. Collection of overpayments for benefits paid to claimants, should they occur, shall be the sole responsibility of the Contractor.

B22. Contractor agrees to provide a programming credit in the amount of \$25,000 to the County. This credit will be used for costs including, but not limited to, any custom programming within the County to simplify the leaves administration.

B23. Contractor agrees to provide Employee Assistance Program (EAP) benefits at no additional cost.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on its account management personnel providing services under the contract.. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor agrees to comply with the requirements of federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Human Resources Director and/or the Benefits Chief (or their designee) shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of

this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor exclusively for the County pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable), but solely to the extent such items do not include any independently created, pre-existing or third party materials or intellectual property rights. All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.31 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.32 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.33 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.34 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.36 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with one-hundred eighty (180) days' written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if

necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.38 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.39 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor as members of the Service Team/Sales Team. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.0 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether key employees (as that term is defined herein), within the last ten years, have been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or key employees, have within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether key employees, within the last ten years, have been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.41 Copyright

County shall have the sole and exclusive right to copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed by Contractor exclusively for County under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material, but solely to the extent such items do not include any independently-created, pre-existing or third party materials or intellectual property rights. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication in a format usable by the County and at no charge to the County.

C.42 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for this product created by Contractor exclusively for County pursuant to the terms of this Contract are the property of the County, but solely to the extent such items do not include any independently-created, pre-existing, or third-party materials or intellectual property rights. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. Contractor may retain copies of any such items if required by law, regulation, court order, or Contractor's record retention requirements. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.43 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

D. TERM OF CONTRACT

This Contract is effective as of July 18, 2020 and expires July 28, 2023 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one additional two-year term by mutual agreement of the parties.

E. FISCAL PROVISIONS

E.1 The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance.

E.2 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- E.3 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- E.4 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E.5 Contractor shall accept self-billed invoicing from the County on a bi-weekly basis. Contractor agrees to a 60 day grace period from the payment due date before County payments are considered delinquent and a subsequent 30 day Notice of Intent to Terminate Contract once the 60 day grace period has exhausted (total 90days). A Policy Grace Period of 90 days from the payment due date will be granted before County payments are considered delinquent.
- E.6 Contractor agrees that no prepayment of premiums or fees will be required at any time.
- E.7 Performance Guarantees are for each year of the contract, for the duration of the contract and rate guarantee period. Reporting for Performance Guarantees will be provided to the County by November 30th of each contract year for the prior reporting period. Performance Guarantees can be modified subject to mutual agreement during the renewal period each year.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

This paragraph only applies with respect to the insured STD and insured LTD services. The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all third party claims, actions, losses, damages and/or liability arising out of this Contract and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to: (1) any action taken by the County or at its discretion; or (2) the extent of the County's "negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

F.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

F.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

F.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

F.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

F.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

F.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

F.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- F.11.6 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G. RIGHT TO MONITOR AND AUDIT

- G.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- G.2** Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor’s personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

The County or an agreed-upon, third party auditor (not a competitor) may perform audits of Contractor. Audits must be conducted at Contractor's home office and be subject to applicable privacy and confidentiality laws and Contractor's internal privacy and confidentiality policies and procedures. The internal privacy and confidentiality policies will be provided to the County if and when the County conducts an audit.

Prior to the audit, the parties will hold a discussion to determine the desired process, as well as the amount of staff time required. If the third-party auditor anticipates a charge for time based on the audit request, the parties will discuss these fees and agree to terms prior to any onsite visit. Records for such audit will be available for a time period consistent with applicable record retention laws and Contractor's record retention policies and procedures.

In the event the County determines that Contractor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within a mutually agreeable time.

H. CORRECTION OF PERFORMANCE DEFICIENCIES

H. 1 In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

H.2 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

H.3 Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

H.4 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be paid by the Contractor upon demand.

H.5 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or

more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

I. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Human Resources Department
EBSD
157 West 5th Street
San Bernardino, CA 92415

MetLife Disability
PO Box 14590, Lexington, KY
40512-4590

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

J. AMENDMENT OF SHORT-TERM DISABILITY INSURANCE GROUP POLICY

The County requests Contractor to amend the group policy annually, effective on the pay period that includes January 1 of each calendar year, to change the short-term disability maximum weekly benefit for non-exempt employees to equal the maximum disability insurance benefit under the California State Disability Insurance (SDI) plan for California workers. The maximum weekly benefit for exempt employees will be increased by applying the percentage increase in SDI to the maximum weekly benefit in effect. The County hereby provides advance approval to Contractor to amend the group policy as described in this section, without any additional approvals by the County. The County understands any increase in insurance benefits under the plan will be subject to the active work provisions of the group policy.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

Attachment A: Rate Confirmation Exhibit
Attachment B: Group Policy Long-Term and Short-Term Disability Insurance Policy
Attachment C: Performance Guarantee Agreement
Attachment D: Statement of Responsibility
Attachment E: Application for Group Insurance
Attachment F: Employee Absence Administrative Services Agreement
Attachment G: Agency Agreement
Attachment H: Policy Agreement Side Letter

In the event that the provisions of these attachments conflict with the provisions stated in this contract, the provisions of this contract shall prevail. Provided, however, the terms of the group insurance policy (Attachment B) shall govern eligibility for insurance and benefits, and Contractor's right to underwrite and terminate its group insurance policies.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

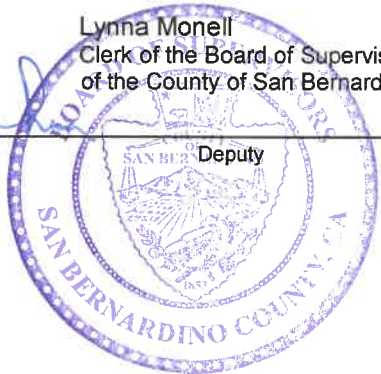
COUNTY OF SAN BERNARDINO

► *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *K.S. Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino



MetLife
 (Print or type name of corporation, company, contractor, etc.)

By ► *Craig Johnson*
 (Authorized signature - sign in blue ink)

Name Craig Johnson
 (Print or type name of person signing contract)

Title Vice-President
 (Print or Type)

Dated: 5/11/20

Address 5 Park Plaza
Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form ►	Reviewed for Contract Compliance ►	Reviewed/Approved by Department ►
County Counsel		
Date _____	Date _____	Date _____

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf

COUNTY OF SAN BERNARDINO

▶

 Curt Hagman, Chairman, Board of Supervisors

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino

By _____
 Deputy

MetLife
 (Print or type name of corporation, company, contractor, etc)

By ▶ Craig Johnson
 (Authorized signature - sign in blue ink)

Name Craig Johnson
 (Print or type name of person signing contract)

Title Vice-President
 (Print or Type)

Dated. 5/11/20

Address 5 Park Plaza
Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ <u>Suzanne Bryant</u>	▶	▶ <u>[Signature]</u>
County Counsel		
Date <u>May 11, 2020</u>	Date _____	Date <u>5/11/2020</u>

Attachment A

Rate Confirmation Exhibit

SHORT -TERM DISABILITY RATES AND FEES

Fully-Insured, Non-Participating

Class 1 (180 day benefit period) Classes 2, 3 (52 week benefit period)	2020-23 Premium Rates Effective July 18, 2020	2023-25 Maximum Premium Rates Effective July 29, 2023 5% Rate Cap*
Monthly Rate (Per \$10 of weekly benefit)	\$0.916	\$0.962
Biweekly Rate (Per \$10 of weekly benefit)	\$0.423	\$0.444

Class 4 (90 day benefit period)	2020-23 Premium Rates Effective July 18, 2020	2023-25 Maximum Premium Rates Effective July 29, 2023 5% Rate Cap*
Monthly Rate (Per \$10 of weekly benefit)	\$0.622	\$0.653
Biweekly Rate (Per \$10 of weekly benefit)	\$0.287	\$0.301

Class 5 (30 day benefit period)	2020-23 Premium Rates Effective July 18, 2020	2023-25 Maximum Premium Rates Effective July 29, 2023 5% Rate Cap*
Monthly Rate (Per \$10 of weekly benefit)	\$0.318	\$0.334
Biweekly Rate (Per \$10 of weekly benefit)	\$0.147	\$0.154

LONG-TERM DISABILITY RATES AND FEES

Fully-Insured, Non-Participating

	3-year Premium Rates Effective July 18, 2020 thru July 29, 2023	2023-25 Maximum Premium Rates Effective July 29, 2023 5% Rate Cap*
Monthly Rate (Per \$100 of total insured payroll)	\$0.240	\$0.252
Biweekly Rate (Per \$100 of total insured payroll)	\$0.111	\$0.116

PROTECTED MEDICAL LEAVE ADMINISTRATION RATES AND FEES

	2020-23 Premium Rates** Effective July 18, 2020	2023-25 Premium Rates** Effective July 30, 2020 5% Rate Cap*
Monthly Rate (Per employee per month)	\$3.49	\$3.61
Biweekly Rate (Per employee per biweekly)	\$1.61	\$1.67

***Including County of San Bernardino Administrative Fee \$1.04 per employee per month (\$0.48 bi-weekly)*

**Rates based on 4th year rate cap. MetLife guarantees the Short Term and Long Term Disability rates for the 4th and 5th years if the tolerable loss ratio is 81% or lower.*

EMPLOYEE ASSISTANCE PROGRAMS

Monthly Fee per employee	Included in rates above***
--------------------------	----------------------------

****Includes the following EAP Services*

- Legal
- Financial
- Elder Care Info and Referral
- Child Care Info and Referral
- Daily Living
- Identity Theft Recovery
- Health Information Audio Library
- Weight Management Counseling
- Tobacco Cessation Counseling
- Fitness and Exercise
- Nutrition
- Stress Management
- Overall Lifestyle Improvement
- Lifestyle Support for Chronic Conditions
- Health Risk Appraisal Questionnaire
- EAP seminars on topics such as positive parenting, living with teenagers, identifying and reducing stress, etc.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

Policyholder: County of San Bernardino

Group Policy No.: 226815-1-G

EFFECTIVE DATE

This policy will take effect on July 18, 2020.

POLICY ANNIVERSARIES

Policy anniversaries will be July 31, 2021 and each subsequent July, on the date of the first day of pay period 17.

PREMIUM PAYMENTS

This policy is issued in return for the payment by the Policyholder of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due bi-weekly in advance on the first day of each Bi-Weekly Period. These dates are the Premium Due Dates.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of California.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Jeannette N. Pina
Vice President and Secretary

Michel Khalaf
President

Signed by

(A MetLife licensed agent or resident agent as required by law.)

Date

5-11-2010

THIS POLICY IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE.

**GROUP LONG TERM AND SHORT TERM
DISABILITY INSURANCE POLICY**

NON-DIVIDEND PAYING

GPNP99
as endorsed by GPEND13-05/hh, GPEND13-08 and GPEND15-02 di/wsm

226815-1-G

Page 1

TABLE OF CONTENTS

Section	Page
POLICY FACE PAGE	
Effective Date	1
Policy Anniversaries	1
Premium Payments	1
Policy Situs	1
DEFINITIONS	3
SCHEDULE OF INSURANCE	4
ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE	4
CONTRIBUTIONS	4
PREMIUM RATE(S)	
Initial Rate(s)	4
Frequency of Premium Payment.....	4
Computation of Premium.....	4
Premiums for Changes in Insurance	4
Right to Change Premium Rates.....	5
Retrospective Rate Changes	6
GRACE PERIOD.....	7
END OF INSURANCE PROVIDED BY THIS POLICY	7
REINSTATEMENT	8
GENERAL PROVISIONS.....	8
Entire Contract.....	8
Policy Changes or Waivers	8
Incontestability: Statements Made by the Policyholder.....	8
Incontestability: Statements Made by Covered Persons.....	8
Certificates.....	9
Information Needed and Policy Administration	9
Misstatement of Age.....	9
Non-Dividend Paying.....	9
Conformity with Law	9
SCHEDULE OF EXHIBITS	SCH/EXHIBITS
EXHIBIT 1: Schedule of Premium Rates	EXHIBIT1
EXHIBIT 2: Certificate Forms	EXHIBIT2
EXHIBIT 3: Additional Policy Benefits	EXHIBIT3

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contribution means the amount the Policyholder may require the Employee to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Policyholder may require the Employee to pay at least part of the Premium.

Covered Person means an Employee and/or a Dependent as set forth in the Exhibit which applies to the Employee.

Employee is described in the Exhibit which applies to the Employee.

Employer means the Policyholder shown on page 1.

Noncontributory Insurance means insurance for which the Policyholder may not require the Employee to pay any part of the Premium.

Policy Anniversary is defined on page 1.

Policy Bi-Weekly Period. The first Policy Bi-Weekly Period will begin on the effective date shown on page 1. Subsequent Policy Bi-Weekly Periods will begin two weeks after the first day of the prior Policy Bi-Weekly Period.

Policy Period means as used in the Retrospective Rate Changes section on page 6, a period which begins on July 18, 2020 and ends on July 30, 2021.

A subsequent Policy Period may be agreed to by MetLife and the Policyholder.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on page 1.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Written or Writing means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The Schedules of Insurance which apply under this policy are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits.

CONTRIBUTIONS

The Policyholder will not require an Employee to contribute to the cost of Noncontributory Insurance.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in Exhibit 1.

Frequency of Premium Payment

Premiums for this policy will be paid as shown on page 1. MetLife and the Policyholder may agree that payment be made in advance every 3, 6 or 12 months.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total amount of insurance provided by this policy on such Premium Due Date, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due under this policy.

Premiums for Changes in Insurance

For insurance that takes effect after the first day of a Policy Bi-Weekly Period, Premium will be charged from the first day of the next Policy Bi-Weekly Period. However, if a policy amendment or evidence of good health is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Bi-Weekly Period in which insurance ends.

PREMIUM RATES (Continued)

Right to Change Premium Rates

MetLife may change Premium rates for changes which materially affect the risk assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of insured Employees;
5. when applicable law or regulation, or the administration of such law or regulation:
 - a. requires a change in:
 - i. the insurance provided by this policy; and/or
 - ii. the class of persons eligible for insurance under this policy; or
 - b. results in a change in the amount of benefits paid under this policy; or
6. when a Premium Due Date coincides with or next follows:
 - a. a change greater than 10% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or
 - b. a change greater than 10% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

In addition, MetLife may change Premium rates:

1. except as may be stated in Exhibit 1, on any date on or after the first Policy Anniversary; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 31 days before such change; and
2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

PREMIUM RATES (Continued)

Retrospective Rate Changes

Rate Reduction For Failure to Provide Service Levels (Performance Guarantee). At the end of a Policy Period, MetLife may reduce the Policyholder's Premium for such Policy Period as the result of its failure to provide the service levels agreed to in Writing by an officer of MetLife and the Policyholder. The Premium will be reduced by an amount not to exceed 2% of the Disability Income Insurance: Short Term Premium paid during the Policy Period and 2% of the Disability Income Insurance: Long Term Premium paid during the Policy Period.

All the benefits provided under this policy will be combined to determine the rate reduction, if any.

GRACE PERIOD

Each Premium due after the effective date of this policy may be paid up to 90 days after its Premium Due Date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, this policy will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder, this policy will continue in effect until the date such notice is given.

Policyholder's intent to end this policy during the grace period. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end this policy before the end of the grace period. In this case, this policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

If the Policyholder replaces this policy with another group insurance policy but does not give MetLife notice of intent to end this policy, the grace period provisions will apply.

Grace period extensions. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date this policy will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance under this policy was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. on the date Premium is not paid when due, subject to the Grace Period provisions; or
2. on any Premium Due Date, by giving the Policyholder 120 days advance Written notice, if less than:
 - a. 75% of persons eligible under this policy are insured for Contributory Insurance;
 - b. 100% of persons eligible under this policy are insured for Noncontributory Insurance; or
 - c. for Disability Income Insurance: Long Term Benefits or Disability Income Insurance: Short Term Benefits, 10 Employees are insured by this policy;
3. on any Premium Due Date, by giving the Policyholder 120 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or

END OF INSURANCE PROVIDED BY THIS POLICY (Continued)

4. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in Exhibit 1, by giving the Policyholder 120 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy, including its Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers. The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife; does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder. Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application. MetLife will not use such statement to contest life insurance after it has been in force for 2 years from its effective date, or date of last reinstatement.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

MetLife will not use a Covered Person's statements which relate to insurability to contest life insurance after it has been in force for 2 years during his life. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during his life.

GENERAL PROVISIONS (Continued)

Certificates. MetLife will issue individual certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person's benefits and rights under this policy. "Certificate" includes any of MetLife's insurance riders, notices or other attachments to the certificate.

Information Needed and Policy Administration. All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Will be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in Writing by MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements of the Policyholder's plan as set forth in the certificates to this policy.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Non-Dividend Paying. This policy does not pay dividends.

Conformity with Law. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	July 18, 2020
2	Certificate Forms	All Covered Persons	July 18, 2020
3	Additional Policy Benefits	All Covered Persons	July 18, 2020

GPNP99

SCH/EXHIBITS

as endorsed by GPEND13-05/hh, GPEND13-08 and GPEND15-02 di/wsm

226815-1-G

DATE: July 18, 2020

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 5, the Premium rates for:

- Disability Income Insurance: Short Term Benefits will be in effect for the 60 month period which begins on July 18, 2020; and
- Disability Income Insurance: Long Term Benefits will be in effect for the 60 month period which begins on July 18, 2020.

Disability Income Insurance: Short Term Benefits:

Exempt Employees, Represented Employees and Preschool Department Employees: \$0.916 Per \$10 of Disability Income Insurance, inclusive of the FICA Match.

Probation Employees: \$0.622 Per \$10 of Disability Income Insurance, inclusive of the FICA Match.

Specialized Peace Officers and Specialized Peace Supervisors: \$0.318 Per \$10 of Disability Income Insurance, inclusive of the FICA Match.

Disability Income Insurance: Long Term Benefits: \$0.240 per \$100 of the Total Insured Payroll, inclusive of the FICA Match.

Total Insured Payroll means the sum of each Employee's Predisability Earnings up to a maximum of \$16,666.00 per Employee.

The entire amount of the premium for such benefit is provided by the Policyholder's funds. No premium contribution is due or may be collected from any Covered Person under the policy for the FICA Match benefit.

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

Special Services

Early Intervention Program

The MetLife Early Intervention Program is offered to all covered employees, and participation is voluntary*. The program helps to identify early those employees who may benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability benefits. Early rehabilitation efforts are more likely to reduce the length of covered employee's Long Term Disability and help the covered employee to return to work sooner than expected.

If the covered employee cannot work, or only work part-time due to a Disability, the employer will notify MetLife. Our Clinical Specialists may be able to assist the covered employee by:

1. Reviewing and evaluating the covered employee's disabling condition, even before a claim for Long Term Disability benefits was submitted (with the covered employee's consent);
2. Designing individualized return-to-work plans that focus on your abilities, with the goal of return to work;
3. Identifying local community resources;
4. Coordinating services with other benefit providers, including: medical carriers, short term disability carriers*, Workers' Compensation carriers and state disability plans;
5. Monitoring return-to-work plans in progress and modifying them as recommended by the attending physician (with covered employee's consent);
6. Providing analyses of job demands and functions to determine what modifications may be made to maximize covered employee's employment opportunities. This program also includes modifications to help you perform your job or a similar job as required of the employer under the Americans with Disabilities Act (ADA). It also includes an on-site ergonomic evaluation of work conditions to assist covered employee in returning to work. If MetLife agrees that job modifications are likely to help the covered employee remain at work or return to work we may also agree (with covered employee's consent) to reimburse the employer for the cost of such modifications up to an amount agreed to between MetLife and the employer.

Our assistance is offered at no cost to either covered employee or the employer.

*If covered employee also has MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by the employer is not necessary.

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	All Full-Time exempt employees or members of another employee group which has been expressly approved for this coverage by the County Board of Supervisors working in a regular County position – Disability Income Insurance: Short Term Benefits and Disability Income Insurance: Long Term Benefits	July 18, 2020
2	GCERT2000	All Full-Time represented employees working in a regular County position who is a designated member of one of the following: Craft, Labor and Trades Unit; Professional Unit; Administrative Services Unit; Supervisory Unit; Management Unit; Other Employees or Employee groups who have been expressly approved for this coverage by the County Board of Supervisors; Clerical Unit; Technical and Inspection Unit; Attorney Unit; or Nurses Unit – Disability Income Insurance: Short Term Benefits	July 18, 2020
3	GCERT2000	All Full-Time Pre-school Services Department nine month employees – Disability Income Insurance: Short Term Benefits	July 18, 2020
4	GCERT2000	All Full-Time Probation Class employees – Disability Income Insurance: Short Term Benefits	July 18, 2020
5	GCERT2000	All Full-Time Specialized Peace Officers and Specialized Peace Supervisors – Disability Income Insurance: Short Term Benefits	July 18, 2020

EXHIBIT 3

ADDITIONAL POLICY BENEFITS

FICA MATCH BENEFIT

MetLife provides **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS** and **DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS** under the terms and conditions of the policy. With respect to any Disability Income benefit payments that are paid under the policy, provided that MetLife is appointed to act as the Policyholder's agent for the limited purpose of remitting the Policyholder's share of FICA, MetLife will:

- calculate the amount of FICA tax due and payable in accord with federal law with respect to each such Disability Income benefit payment;
- determine the amount of such FICA tax that is the obligation of the Policyholder to pay;
- pay such Policyholder amount of the FICA tax due and payable to the appropriate government agency on behalf of the Policyholder;

"FICA" means the taxes payable pursuant to the Federal Insurance Contributions Act.

The FICA Match Benefit is subject to the "PREMIUM RATE(S)" provision of the policy, and the premium charge for the FICA Match Benefit is set forth in Exhibit 1 of the policy, "Schedule of Premium Rates". The entire amount of the premium for the FICA Match benefit is provided by the Policyholder's funds. No premium contribution is due or may be collected from any Covered Person under the policy for the FICA Match benefit.

When Benefit Ends

The FICA Match benefit will end upon the earliest of the following:

- The date the policy ends;
- The date the **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS** and/or **DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS** end under the policy;
- The date that MetLife's appointment as agent of the Policyholder for remitting the Policyholder's share of FICA ends;
- By either the Policyholder or MetLife, on the date stated in the notice, if either party gives the other party advanced Written notice of its intent to end the FICA Match benefit; or
- On any other date mutually agreed to in Writing by MetLife and the Policyholder.

Notwithstanding the above, while the Covered Person is Disabled, the FICA Match benefit described in this EXHIBIT will not be affected if the FICA Match benefit ends, or if the policy is amended to change the Covered Person's class to remove the FICA Match benefit.

County of San Bernardino

SHORT TERM and LONG TERM DISABILITY
PERFORMANCE GUARANTEE AGREEMENT
FULLY INSURED

Effective Date: July 18, 2020

DEFINITIONS

For the purpose of this Performance Guarantee Agreement, the following definitions apply:

"Book of Business" shall mean all customers with Group Disability Income Insurance: Short Term Benefits and Group Disability Income Insurance: Long Term Benefits insurance coverage issued by MetLife.

"Claim Office" shall mean claim processing performance with respect to all customers in MetLife's Aurora claim office with Group Disability Income Insurance: Short Term Benefits and Group Disability Income Insurance: Long Term Benefits insurance coverage issued by MetLife.

"Confidential Information" means statistical and other information that is identified by a Party as commercially valuable, confidential, proprietary, or trade secret.

"Customer Specific" shall mean claim processing performance with respect to the Policyholder's Group Disability Income Insurance: Short Term Benefits and Group Disability Income Insurance: Long Term Benefits insurance coverage issued by MetLife.

"MetLife" means Metropolitan Life Insurance Company.

"Participant(s)" means a current or former employee of Policyholder, who is eligible and enrolled for Plan Benefits.

"Party(ies)" means (a) signatory(ies) to this Performance Guarantee Agreement.

"Plan Benefits" means, collectively, all benefits of whatever nature payable to a Participant, under and subject to the terms and conditions of those benefits under the Policy.

"Policy" means the Group Insurance Policy number issued by MetLife to County of San Bernardino, effective July 18, 2020.

"Policyholder" means County of San Bernardino.

"Policy Period(s)" means the period beginning on January 1 of a calendar year and ending on December 31 of that same calendar year. The first Policy Period will begin on July 18, 2020 and will end on December 31, 2020. The second Policy Period will begin on the January 1 and will end on the December 31 immediately following the first Policy Period. Later Policy Periods may be agreed to by MetLife and the Policyholder. If a later policy period is agreed upon, it will be a twelve month period beginning on January 1 of the calendar year. In no event will a Policy Period include any period of time beyond the date of termination of the Policy.

"Total Premium" means the total amount of premium under the Policy for that Policy Period with respect to Disability Income Insurance: Short Term Benefits and Disability Income Insurance: Long Term Benefits Insurance premium.

Quality Management Program (“QMP”):

Under this Agreement, Plan Benefits will be administered by a claim processing and customer service team responsible for multiple Policyholders. However, the performance standards set forth in **Section C of this Performance Guarantee Agreement** will be measured based on Customer Specific results as outlined in this **QMP Section** and the performance standards set forth in **Sections A, B and D of this Performance Guarantee Agreement** will be measured based on the Claim Office results as outlined in this **QMP Section**.

The measurements will be pursuant to the following provisions:

1. Quarterly, MetLife will perform an audit of randomly selected claims with a sample which MetLife deems appropriate of the STD annual receipts and of the LTD annual receipts (excluding **Special Handling Unit “SHU”** claims) to monitor performance standards set forth in this Agreement. The audit process will utilize MetLife’s QMP protocols.
2. The results of each periodic audit will be recorded and reported as necessary (at least annually) to the account team and the operations unit by the QMP department.
3. The QMP department will provide a summary to the account team, who will share annually (with quarterly updates) with the Policyholder.
4. The Parties understand and agree that MetLife may change the Quality Management Program from time to time without advance notice from MetLife to the Policyholder. However, such changes will not affect the statistical accuracy of the measurement of MetLife’s performance. MetLife will make every reasonable effort to provide the Policyholder with reasonable advance notice of any material changes. At any time, MetLife will provide the Policyholder, upon request, with an explanation of the methodology then currently used in the QMP. Policyholder agrees that information furnished to Policyholder’s designated representatives regarding results and/or details about the QMP itself will be treated as Privileged and Confidential Information.
5. At Policyholder’s discretion, it may select an internal MetLife auditor or a mutually agreed upon external auditor to verify the QMP results. Such audit will be based on a mutually agreed upon sub-sampling of the QMP results for a quarter. Policyholder agrees to be responsible for all expenses incurred as a result of conducting such audit. In the event of any disagreement as to the QMP results and that of Policyholder’s audit, Policyholder agrees to be responsible for any additional expenses incurred by MetLife following the initial QMP audit, if MetLife successfully refutes Policyholder’s audit findings.

A. Financial Accuracy:

1. For the purposes of this Agreement, “**Financial Accuracy**” is defined as the performance standard used to evaluate claim benefit accuracy in dollar amounts. For each Policy Period, the “**Financial Accuracy Rate**” will be determined by the following formula:

$$\frac{\text{Benefit Dollars in Sample Paid Correctly}^1}{\text{Benefit Dollars in Sample}}$$

2. MetLife agrees to achieve a Financial Accuracy Rate for each Policy Period, determined in accordance with the preceding item (1) of ninety-nine percent (99%).
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Financial Accuracy Rate falls below the agreed upon standard, MetLife will pay the Policyholder a penalty of:
 - one-tenth of one percent (.1%) for Disability Income Insurance: Short Term Benefits; and
 - one-half of one percent (.5%) for Disability Income Insurance: Long Term Benefits;Total Premium paid by Policyholder to MetLife for that Policy Period, (“**Financial Accuracy Penalty**”).

¹ In the calculation of financial accuracy we use the absolute value of both over and under payments.

4. MetLife will determine whether it has met the performance standard set forth in this **Section A** for each Policy Period. Such determination shall be based on a review of the Financial Accuracy of claims processed in accordance with the provisions set forth in the QMP Section of this Agreement.
5. MetLife will calculate and report to the Policyholder the Financial Accuracy Penalty, if any, at the end of each Policy Period.
6. MetLife will remit payment of the Financial Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

B. Statistical Coding Accuracy (Data Entry):

1. For the purposes of this Agreement, “**Statistical Coding Accuracy**” is defined as the performance standard used to evaluate QMP claim processing performance with respect to claim data line entries. A “**Statistical Error**” is defined as inaccurate entry of data that directly impacts the ability to process a Participant’s Disability claim in accordance with the applicable Plan. It excludes payment errors monitored in the Financial Accuracy Guarantee set forth in Section A of this Agreement. For each Policy Period, the “**Statistical Coding Accuracy Rate**” will be determined by the following formula:

$$\frac{\text{Data Entry Items in Sample Correct}}{\text{Data Entry Items in Sample}}$$

2. MetLife agrees to achieve a ninety-seven percent (97%) Statistical Coding Accuracy Rate for each Policy Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Statistical Coding Accuracy Rate falls below ninety-seven percent (97%), MetLife will pay Policyholder a penalty of one-tenth of one percent (.1%) of the Total Disability Income Insurance: Short Term Benefits Premium paid by Policyholder to MetLife for that Policy Period, (“**Statistical Coding Accuracy Penalty**”).
4. MetLife will determine whether it has met the performance standard set forth in this **Section B** for each Policy Period. Such determination shall be based on a review of the Statistical Coding Accuracy of claims processed in accordance with the provisions set forth in the QMP Section of this Agreement.
5. MetLife will calculate and report to the Policyholder the Statistical Coding Accuracy Penalty, if any, at the end of each Policy Period.
6. MetLife will remit payment of the Statistical Coding Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

C. Initial Decision – Disability Income Insurance: Short Term Benefits:

1. For the purposes of this Agreement, “**Initial Decision**” is defined as the performance standard used to measure the period of time which transpires from the date MetLife receives all of the information necessary to make a claim decision to the date the initial claim determination is documented within the claim file. For each Policy Period, the “**Initial Decision Rate**” will be determined by the following formula:

$$\frac{\text{Total Initial Decision days}}{\text{Initial Decision Items in Sample}}$$

2. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Initial Decision Rate is more than an average of two (2) business days, MetLife will pay Policyholder a penalty of fifteen hundredths of one percent (.15%) of the Total Disability Income Insurance: Short Term Benefits Premium paid by Policyholder to MetLife for that Policy Period, (“**Initial Decision Penalty**”).

3. MetLife will determine whether it has met the performance standard set forth in this **Section C** for each Policy Period. Such determination shall be based on a review of the Initial Decision Rate of claims in accordance with the provisions set forth in the QMP Section of this Agreement.
4. MetLife will calculate and report to the Policyholder the Initial Decision Penalty, if any, at the end of each Policy Period.
5. MetLife will remit payment of the Initial Decision Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

D. Initial Decision – Disability Income Insurance: Long Term Benefits:

1. For the purposes of this Agreement, “Initial Decision” is defined as the performance standard used to measure the period of time which transpires from the date MetLife receives all of the information necessary to make a claim decision to the date the initial claim determination is documented within the claim file. For each Policy Period, the “Initial Decision Rate” will be determined by the following formula:

$$\frac{\text{Total Initial Decision days}}{\text{Initial Decision Items in Sample}}$$

2. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Initial Decision Rate is more than an average of five (5) business days, MetLife will pay Policyholder a penalty of one-half of one percent (.5%) of the Total Disability Income Insurance: Long Term Benefits Premium paid by Policyholder to MetLife for that Policy Period, (“Initial Decision Penalty”).
3. MetLife will determine whether it has met the performance standard set forth in this **Section D** for each Policy Period. Such determination shall be based on a review of the Initial Decision Rate of claims in accordance with the provisions set forth in the QMP Section of this Agreement.
4. MetLife will calculate and report to the Policyholder the Initial Decision Penalty, if any, at the end of each Policy Period.
5. MetLife will remit payment of the Initial Decision Penalty, if any, within 90 days of the date MetLife reports the final amount.

E. Telephone Service Guarantee:

1. MetLife agrees to maintain a service level that provides for one-hundred percent (100%) of all incoming intake calls received by the customer service center to be answered within thirty (30) seconds (“Telephone Response Time”). Response time will be measured from the time the caller completes the prompts of the automated telephone system to the time the caller reaches a customer service representative.
2. MetLife agrees to maintain a level of service that provides for ninety-seven percent (97%) of incoming intake calls received by the customer service center to be answered without the caller hanging up. The (“Abandonment Rate”) is defined as the number of incoming calls not reaching a customer service representative divided by the total number of incoming calls expressed as a percentage
3. MetLife will determine the Telephone Response Time and the Abandonment Rate based on reports prepared by MetLife for each Policy Period. Measurement and reporting will be based on Book of Business and not the activity of a specific customer.
4. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Telephone Response Time is less than one-hundred percent (100%) off all incoming intake calls answered within thirty (30) seconds, MetLife will pay the Policyholder a penalty of:
 - one-tenth of one percent (.1%) for Disability Income Insurance: Short Term Benefits; and
 - one-tenth of one percent (.1%) for Disability Income Insurance: Long Term Benefits;

Total Premium paid by Policyholder to MetLife for that Policy Period,, (“**Telephone Response Time Penalty**”).

5. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if its Abandonment Rate exceeds three percent (3%) of all incoming calls, MetLife will pay the Policyholder a penalty of:
 - one-tenth of one percent (.1%) for Disability Income Insurance: Short Term Benefits; and
 - one-tenth of one percent (.1%) for Disability Income Insurance: Long Term Benefits;Total Premium paid by Policyholder to MetLife for that Policy Period, (“**Abandonment Rate Penalty**”).
6. MetLife will calculate and report to Policyholder the Telephone Service Penalty, if any, at the end of each Policy Period.
7. MetLife will remit payment of the Telephone Service Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.
8. MetLife reserves the right to re-evaluate the Telephone Service Guarantee set forth in this **Section G** if any of the following situations occur:
 - a. There is a Policy design change or an enrollment option change before or during a Policy Period. If such event occurs, MetLife will have the right to unilaterally modify or change this Telephone Service Guarantee for the subsequent Policy Period;
 - b. An unusual or catastrophic event beyond MetLife's control occurs, including, but not limited to acts of God, performance failures of parties outside of MetLife's control, or any other unusual or catastrophic event that occurs without any fault on the part of MetLife which (i) temporarily generates a number of Incoming Calls which is greater than the number of Incoming Calls usually expected or (ii) temporarily decreases the capacity of the customer service telephone line. If such an unusual or catastrophic event does occur, the performance obligations to be met under this Telephone Service Guarantee will not be in effect during the period of time that such event occurs and will not be considered in MetLife's determination of its Telephone Service Level and Abandonment Rate.

F. Account Management Survey Guarantee:

1. For each Policy Period, MetLife agrees to conduct a survey through the use of a third party vendor to determine the Policyholder's satisfaction with the client services during a Policy Period (“**Account Management Survey**”). MetLife will receive from designated customer respondents, an average for the year of at least a 5 rating on a 7 point scale to the question “Overall Satisfaction with the MetLife Account Team.” If the Policyholder chooses not to participate in the Account Management Survey, MetLife will not be subject to the penalty of this guarantee.

Performance measurements will include:

- a. Acknowledge all telephone/emails from the Policyholder within one business day establishing a clear expectation for timely resolution of the request.
 - b. Communications (verbal & written) as well as face to face meetings with the Policyholder are regular as defined by the Policyholder and the Account Team.
 - c. Account Team is consultative and solutions oriented utilizing knowledge of products & services to complement the Policyholder's plan.
 - d. Concerns with the Policyholder's plan are identified and addressed in a timely manner.
 - e. Expert knowledge of the Policyholder's plan including specific program requirements.
2. MetLife, in its sole discretion, will determine whether it has achieved these guarantees as set forth in this **Section F**.

3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement** if MetLife fails to fulfill its obligations as set forth in this **Section F**, resulting in an average for the year of less than a 5 rating on a 7 point scale to the question "Overall Satisfaction with the MetLife Account Team", for each Policy Period MetLife will pay Policyholder a penalty of two-tenths of one percent (.2%) of the Total Premium paid by the Policyholder to MetLife for that Policy Period ("**Account Management Survey**").
4. MetLife will calculate and report to Policyholder the Account Management Survey Penalty, if any, at the end of the Policy Period.
5. MetLife will remit payment of the Account Management Survey Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

G. Quarterly Administration Management Review Meetings Guarantee:

1. For each Policy Period, MetLife agrees to schedule and conduct a meeting with Policyholder no later than Sixty (60) days following the close of each quarter during a Policy Period to review the Administration Management services provided by MetLife to the Policyholder, including but not limited to review MetLife's performance as established by the metrics in this Agreement, financial information as it pertains to Policyholder's account with MetLife, and reports provided to Policyholder as agreed upon by MetLife and Policyholder. ("**Quarterly Administration Management Review Meeting**")
2. MetLife will schedule each Administration Management Review Meeting on a date and at a time that is mutually convenient for MetLife and Policyholder. If MetLife has scheduled meeting times convenient to Policyholder, and Policyholder requests that MetLife reschedule the Administration Management Review Meeting more than Three (3) times, or if Policyholder is unable to attend a Quarterly Administration Management Review Meeting until after the sixtieth (60th) day following the close of a quarter during any Policy Period, or if due to unforeseen circumstances² which prevent MetLife from scheduling or attending the Quarterly Administration Management Review Meeting within the Sixty (60) days following the close a quarter during any Policy Period, MetLife will be deemed to have fulfilled its obligation in this **Section G, Paragraph 1**.
3. MetLife has sole discretion to determine whether it has fulfilled its obligations as indicated in this **Section I**.
4. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, if MetLife fails to fulfill its obligations as set forth in this **Section G** for the applicable Policy Period, MetLife will pay Policyholder a penalty in an amount equal to one-half of one percent (.5%) of the Total Premium paid by the Policyholder to MetLife for that Policy Period ("**Quarterly Administration Management Review Meeting Penalty**").
5. MetLife will calculate and report to Policyholder the Quarterly Administration Management Review Meeting Penalty, if any, including a detailed summary of the Quarterly Administration Management Review Meeting or detailed explanation of the failures which prevented the Quarterly Administration Management Review Meeting from happening within the agreed up timeframes, following the end of each Policy Period.
6. MetLife will remit payment of the Account Management Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

H. Implementation Survey Guarantee:

1. MetLife agrees to conduct a post Implementation Survey through the use of a third party vendor to determine the Policyholder's satisfaction with the implementation process following the completion of all tasks and procedures necessary to complete this process. MetLife will receive, from designated Policyholder respondents, an average of at least a 5 rating on a 7 point scale to the question, "Overall Satisfaction with the Implementation" on the MetLife post Implementation Survey ("**Implementation Satisfaction Level**"). If the Policyholder chooses not to participate in the Implementation Survey, MetLife will not be subject to the penalty of this guarantee.

The Implementation Survey will be provided to the Policyholder between ninety and one-hundred eighty (90 to 180) days of the effective date of this agreement. The Policyholder's respondents will complete the survey thirty (30) days of receipt.

2. At the end of the First Policy Period, MetLife, in its sole discretion, will determine whether it has achieved this Implementation Survey Guarantee as set forth in this **Section H**.
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, if MetLife fails to meet the Implementation Satisfaction Level, MetLife will pay the Policyholder a penalty of \$25,000 for the first Policy Period ("**Implementation Survey Penalty**").
4. MetLife will calculate and report to the Policyholder the Implementation Survey Penalty, if any, at the end of the first Policy Period.
5. MetLife will remit payment of the Implementation Survey Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

I. Implementation Tasks Guarantee:

1. MetLife will provide the Policyholder with an outline of all major tasks, timeframes, and required information and/or documentation to be provided by the Policyholder to MetLife to facilitate the implementation of this Agreement. MetLife and the Policyholder will subsequently mutually agree upon the tasks to be performed by MetLife and the timeframes for the completion of these tasks in writing ("**Implementation Tasks**"). MetLife must receive all information and documentation necessary to undertake the Implementation Tasks from the Policyholder prior to the commencement of the Implementation Tasks. MetLife agrees to institute all Implementation Tasks in a commercially reasonable manner.
2. At the end of the First Policy Period, MetLife, in its sole discretion, will determine whether it has completed the Implementation Tasks as set forth in this **Section I**.
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, if MetLife has all required information and documentation necessary to undertake the Implementation Tasks and if MetLife fails to complete the Implementation Tasks as set forth in this **Section I** for the First Policy Period, MetLife will pay the Policyholder a penalty in an amount equal to \$25,000 for the First Policy Period ("**Implementation Task Penalty**").
4. MetLife will calculate and report to the Policyholder the Implementation Tasks Penalty, if any, at the end of the first Policy Period.
5. MetLife will remit payment of the Implementation Tasks Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

J. Implementation Contract Delivery Guarantee:

1. MetLife will deliver the initial contractual documents within 30 business days, not including holidays, from the date all information and documentation necessary to issue contract documents has been received. Policyholder requested customizations of any fully-insured contract documents which alter certificate language requiring MetLife to obtain a government regulatory authority approval for alteration or use will not be subject to this penalty.
2. At the end of the First Policy Period, MetLife has sole discretion to determine whether it has fulfilled its obligations as indicated in **Section J**.
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, if MetLife fails to fulfill its obligations as set forth in this **Section J** for the First Policy Period, MetLife will pay Policyholder a penalty in an amount equal to \$25,000 for the First Policy Period ("**Contract Delivery Guarantee - Implementation Penalty**").

4. MetLife will calculate and report to the Policyholder the Contract Delivery Guarantee - Implementation Penalty, if any, following the end of the First Policy Period.
5. MetLife will remit payment of the Contract Delivery Guarantee – Implementation Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

K. Renewal Information Delivery Guarantee

1. For each Policy Period following the First Policy Period, MetLife agrees to deliver to Policyholder all renewal information no later than one hundred and eighty (180) days prior to Policyholder's renewal date.
2. MetLife has sole discretion to determine whether it has fulfilled its obligations as indicated in this **Section K**.
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, MetLife agrees that if it does not deliver the renewal information to the Policyholder within one hundred and eighty (180) days prior to the applicable Policy Period, MetLife will pay Policyholder a penalty in an amount equal to one-half of one percent (0.5%) of the Total Premium paid by Policyholder to MetLife for that Policy Period ("Delivery of Renewal Information Penalty").
4. MetLife will calculate and report to Policyholder the Delivery of Renewal Information Penalty, if any, following the end of each Policy Period following the First Policy Period.
5. MetLife will remit payment of the Delivery of Renewal Information Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

L. Revised Contract Document Delivery Guarantee:

1. During each Policy Period MetLife agrees to deliver contract documents, including but not limited to amendments, certificates, or certificate riders, to the Policyholder reflecting any Policyholder requested revisions to their plan design, within 30 business days, not including holidays, of the date of the request. MetLife must receive all information and documentation necessary to complete the contract revisions from Policyholder at the time of the request. Policyholder requested customizations of any fully-insured contract documents which alter certificate and/or policy language requiring MetLife to obtain a government regulatory authority approval for alteration or use will not be subject to this penalty.
2. MetLife has sole discretion to determine whether it has fulfilled its obligations as indicated in this **Section L**.
3. Subject to the provisions of **Section M** of this **Performance Guarantee Agreement**, if MetLife fails to fulfill its obligations as set forth in this **Section L** for the applicable Policy Period, MetLife will pay Policyholder a penalty in an amount equal \$25,000 for each Policy Period ("Revised Contract Document Delivery Penalty").
4. MetLife will calculate and report to Policyholder the Revised Contract Document Delivery Penalty, if any, following the end of each Policy Period.
5. MetLife will remit payment of the Revised Contract Document Delivery Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

M. Maximum Aggregate Penalty:

For the first Policy Period the maximum penalty payable pursuant to **Sections A** through **J** and **L**, in aggregate, by MetLife to Policyholder as a consequence of failing to meet any or all of the foregoing Performance Guarantees is an amount not to exceed two percent (2%) of the Disability Income Insurance: Short Term Benefits Total Premium and the Disability Income Insurance: Long Term benefits Total Premium for the for that Policy Period ("**Maximum Aggregate Penalty**").

For each Policy Period following the first Policy Period, the maximum penalty payable pursuant to **Sections A** through **G**, **K** and **L**, in aggregate, by MetLife to Policyholder as a consequence of failing to meet any or all of the foregoing Performance Guarantees is an amount not to exceed two percent (2%) of the Disability Income Insurance: Short Term Benefits Total Premium and the Disability Income Insurance: Long Term benefits Total Premium for the for that Policy Period ("**Maximum Aggregate Penalty**").

MetLife reserves the right to re-evaluate the service standards, guarantees and penalties set forth in all sections of this Agreement if any of the following situations occur:

- A. there is a Plan design change; or
- B. an unusual event, beyond MetLife's control, occurs which generates an increase or decrease in expected incidence.

The penalties set forth in this Performance Guarantee Agreement are Policyholder's exclusive remedy for MetLife's failure to meet any obligations, duties, tasks, or performance standards set forth in this **Performance Guarantees Agreement**.

IN WITNESS WHEREOF, each of the Parties has caused this Performance Guarantee Agreement to be executed on its behalf by its duly authorized officers, as of the date written below.

SUBSCRIBED to by the Parties hereto:

Metropolitan Life Insurance Company

County of San Bernardino

BY: Craig Plummer

BY: Curt Hagman

Title: Vice-President

Title: Chairman, Board of Supervisors

Date: 5/11/20

Date: MAY 19 2020



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

- 1. Full legal name of Applicant: County of San Bernardino (the "Policyholder")
- 2. Address: 175 West 5th Street, First Floor City San Bernardino State CA Zip 92415

EFFECTIVE DATE

The effective date of the applied for group insurance will be 07/18/2020, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of California.

COVERAGE DATA

Employees / Members

Dependents

Disability Income Insurance: Short Term Benefits _____

Disability Income Insurance: Long Term Benefits _____

PREMIUM DATA

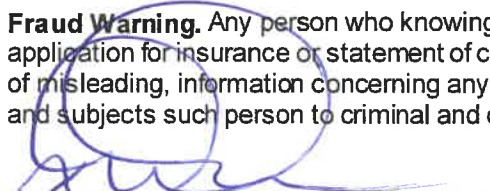
Premiums will be paid: Monthly Quarterly Annually Other: Bi-Weekly

Attached is an advance payment of: \$ _____.

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.




 (Signature of Applicant's Authorized Representative)

Diane Rundles, Director of Human Resources

 (Print Name and Title of Authorized Representative)

Signed at: San Bernardino CA
 (City) (State)

Date: 5/12/20



 (Signature of Licensed MetLife Agent or Resident Agent as required by law)

0B97683

 (Agent's State License No.)

Neil McMahon

 (Print Name of Agent)

**EMPLOYEE ABSENCE
ADMINISTRATIVE SERVICES AGREEMENT**

PARTIES:

METROPOLITAN LIFE INSURANCE COMPANY

And

COUNTY OF SAN BERNARDINO

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1: DEFINITIONS	
A. General Definitions	2
B. Specific Definitions	2
SECTION 2: SERVICES AND RESPONSIBILITIES	
A. Administration of Leave Requests	3
B. Specific MetLife Services	3
C. MetLife Reporting Services	4
D. Regularly Available Additional Services	4
E. Customer Responsibilities	4
F. Mutual Responsibilities	6
SECTION 3: SERVICE FEES	
A. Service Fees	7
B. Monthly Service Fee	7
C. Additional Fees	7
D. Service Fee Adjustments	7
E. Suspension of Services	8
F. Performance Guarantees	8
SECTION 4: CONFIDENTIAL INFORMATION; AND USE OF NAMES, SERVICE MARKS AND TRADEMARKS; AND EXAMINATIONS	
A. Confidential Information	9
B. Identification of Confidential Information	9
C. Non-Disclosure of Confidential Information	9
D. Limitation of Non-Disclosure Obligation	9
E. Individually Identifiable Employee Information	9
F. Unauthorized Disclosure of Confidential Information	9
G. No Use of Other Party's Name, Service Marks, or Trademarks	9
H. Customer's Approval of Material Used by MetLife	9
I. MetLife's Approval of Material Used By Customer	10
J. Examinations	10
SECTION 5: VALIDATION OF METLIFE'S LEAVE DECISION	
A. Customer to Furnish Advance Written Notice of an Adverse Employment Action	11
B. MetLife Notice to Customer	11
SECTION 6: LEAVE LITIGATION	
A. Definition of Leave Litigation	12
B. Definition of Incorrect Leave Decision	12
C. Customer Liability With Respect To The Absence Policy and Leave Decisions	12
D. Limited MetLife Liability With Respect To Leave Decisions	12
E. Duties of MetLife and Customer in Leave Litigation	12
SECTION 7: INDEMNIFICATION	
A. Definitions	14
B. Indemnification	14
C. Discretion to Resolve Non-Party Claims	14
D. No Rights Afforded to Third Parties	14
SECTION 8: TERM/TERMINATION OF THIS AGREEMENT	
A. Continuity of Agreement	15
B. Termination of the Agreement	15
C. Processing of Run-Out Leave Requests	15

SECTION 9: GENERAL PROVISIONS

A. Entire Contract..... 16
B. Modification to Agreement..... 16
C. Agreement Counterparts 16
D. Independent Contractor Status 16
E. Notices..... 16
F. Choice of Law 16
G. Headings..... 16
H. Waivers..... 16
I. Survival 16
J. Severability 16

ADMINISTRATIVE SERVICES AGREEMENT EXECUTION PAGE 17

APPENDICES:

APPENDIX A: SERVICE FEES..... 2
APPENDIX B: ABSENCE POLICY..... 3
APPENDIX C: EXAMINER’S CONFIDENTIALITY AGREEMENT 4
APPENDIX D: PERFORMANCE GUARANTEE AGREEMENT 6

**EMPLOYEE ABSENCE
ADMINISTRATIVE SERVICES AGREEMENT**

This Agreement is effective July 18, 2020 and is entered into by and among:

Metropolitan Life Insurance Company (“MetLife”)
200 Park Avenue
New York, New York 10166-0188

And

County of San Bernardino
157 West Fifth Street, 1st Floor
San Bernardino, California 92515

RECITALS

County of San Bernardino has established and maintains an employee absence policy and has asked MetLife to render certain services necessary in the administration of such employee absence policy.

MetLife is willing to provide the services described in this Agreement.

Therefore, it is agreed as follows:

SECTION 1: DEFINITIONS

- A. General Definitions:** In this Agreement, the terms listed below shall have the following meanings:
1. **“Agreement”** means this Administrative Services Agreement and all Appendices attached to this Administrative Services Agreement, which are hereby incorporated into this Agreement.
 2. **“Absence Policy”** means the employee absence policy established and maintained by County of San Bernardino which addresses absences under the federal Family and Medical Leave Act of 1993 (“FMLA”) and state leave laws similar to the FMLA (collectively hereinafter referred to as “FML”).
 3. **“Contract Period”** means the period beginning in July of a calendar year and ending in the next following July. The **“First”** Contract Period will begin on July 18, 2020 and will end on July 30, 2021. The **“Second”** Contract Period will begin on July 31, 2021 and will end on July 29, 2022. The **“Third”** Contract Period will begin on July 30, 2022 and will end on July 28, 2023. Customer has the option to extend this agreement for additional fourth and fifth Contract Periods beginning in July 2023 pursuant to APPENDIX A: SERVICE FEES. A **“Subsequent”** Contract Period means any Contract Period following the Fifth Contract Period. In no event will a Contract Period include any period of time beyond the date of termination of this Agreement.
 4. **“Customer”** means County of San Bernardino, its directors, trustees, officers, employees, agents or committees to whom authority to act on its behalf with respect to this Agreement has been delegated (not including MetLife or MetLife subcontractors, if any).
 5. **“Leave Request”** means a request for work absence submitted to MetLife in the manner prescribed by the Customer and in accordance with the Absence Policy.
 6. **“MetLife”** means Metropolitan Life Insurance Company, its directors, officers, employees, agents, committees, subsidiaries, and/or subcontractors to whom Metropolitan Life Insurance Company has granted authority to act on its behalf in connection with this Agreement.
 7. **“Employee”** means an employee of the Customer who is covered under the Absence Policy.
 8. **“Party(ies)”** means (a) signatory(ies) to this Agreement.
- B. Specific Definitions:** Certain terms having application only to specific provisions of this Agreement are defined in those specific provisions.

SECTION 2: SERVICES AND RESPONSIBILITIES

- A. Administration of Leave Requests:** Customer and MetLife agree that MetLife will administer Leave Requests on behalf of the Customer. MetLife will administer Leave Requests in accordance with the Absence Policy and ensure that such administration is in compliance with applicable law and regulations. MetLife's administration will be based upon records provided by the Customer, upon which MetLife is entitled to rely, and pre-determined defaults/assumptions identified during implementation. Customer agrees that Customer retains all final authority and responsibility for decisions with respect to Leave Requests.
- B. Specific MetLife Services:** In addition to its other obligations under this Agreement, MetLife will provide the services set forth below, when applicable.

Absence Policy Administration

- a. Integration of Absence Policy administration and active Short-Term Disability claims including; concurrent administration of Absence Policy and Short-Term Disability claims, conversion of concurrent administration to standalone administration, and conversion of standalone administration to concurrent administration, as appropriate.
- b. Standard telephonic or web intake, via a customer specific leave intake script, of a Leave Request using the Customer's demographic feed which contains the required eligibility data elements. Notice of a Leave Request may be provided to MetLife by the Employee, the Employee's authorized representative, the Customer, or the Customer's authorized representative.
- c. Review of leave documentation provided by the Employee and/or the Customer to support leave administration.
- d. Collection of other available information needed in order to complete initial and ongoing absence decision, including the Customer's authorization to perform second and/or third opinions for FML, if necessary.
- e. Mailing of standard notice communications (i.e. eligibility notice, rights and responsibilities notice, designation notice) which advise of an Employee's eligibility for leave, request the submission of appropriate paperwork, including certifications, designate the time off as qualifying leave and detail specific expectations and obligations of the Employee or key Employee. MetLife will provide the standard notice communications in English unless applicable law requires that these communications be provided in Spanish.
- f. Determination of eligibility based upon information provided by the Customer in the demographic feed. If it is determined that the Employee is not eligible or does not otherwise qualify for leave; provision of notification to the Customer of the determination, and provision of notification of the determination to the Employee in writing, and instruction to the Employee to contact the Customer to determine job status or other leave options.
- g. Provision of written notification to the Employee of any Leave Request that is granted or denied and notice to the Employee of any specific expectations and obligations with respect to the leave and provide a copy to the supervisor/manager in accordance with the agreed upon method.
- h. Provision of written notification to Employee of any Leave Request extension or closure and provision of written notice to Employee of any specific requirements, expectations and obligations with respect to the leave extension or closure and provision of such information to the supervisor/ manager in accordance with an agreed upon method.
- i. Tracking of absence or leave time incurred on continuous, reduced-schedule, or intermittent bases, with information provided by Customer or Employee, as necessary.

- j. Maintenance of the following documentation in connection with the Absence Policy: notice of leave furnished by the Employee directly to MetLife, notice of leave furnished by the Customer to MetLife, medical or other certifications or re-certifications and any documentation received or generated by MetLife relating to a dispute initiated by the Employee.
 - k. Provision of responses to Employee and Customer questions concerning rights and responsibilities to aid the employee's leave planning and the Customer response to Leave Requests.
 - l. A standard toll-free phone number to respond to Customer or employee questions concerning the Absence Policy.
 - m. A web site, access to which will be generally available twenty-four (24) hours a day, seven (7) days a week for Customer, Employees or authorized representatives, which provides the status of Leave Requests and other leave details.
- C. **MetLife Reporting Services:** MetLife will furnish to Customer the following reports:
- 1. **Reports Furnished at No Additional Charge:** MetLife will furnish to Customer a list of available standard reports upon request. Customer shall receive standard reports at agreed upon intervals at no additional charge.
 - 2. **Reports Furnished at an Additional Charge:** If Customer requests any additional reports which MetLife is capable of producing at a cost Customer is willing to pay, MetLife will furnish them to Customer for an Additional Fee, which will be payable in the manner set forth in **Section 3: Service Fees, Paragraph C.** MetLife will advise Customer in advance of the charge for each such report, or the rate by which the charge is determined.
- D. **Regularly Available Additional Services:** The Monthly Service Fee set forth in **Section 3: Service Fees** does not include charges for the following services. If MetLife provides any of these services at the request of Customer, Customer will pay MetLife Additional Fees pursuant to **Section 3: Service Fees, Paragraph C.** On request, MetLife will advise Customer of the charge for any of these services or the rate by which the charge is determined.
- 1. **Non-Standard Forms:** Printing and supply of non-standard or specially designed Leave Request forms and/or administrative forms specifically prepared for use in connection with the administration of the Absence Policy. Customer understands and agrees that use of non-standard forms may result in increased administrative costs if they do not present necessary information in a manner consistent with MetLife's administrative systems, and that Customer will be required to pay such additional costs, if any. Customer will consult with MetLife in advance of ordering or using such non-standard or specially designed forms.
 - 2. **Medical Opinions:** Medical examinations of Employees in connection with obtaining a second or third opinion on a Leave Request, by health care professionals not employed by MetLife.
 - 3. **Participation in Absence Policy Adjustments:** Participation by MetLife representatives as requested by Customer in adjustments to the Absence Policy due to merger, spin-offs, and extensions.
 - 4. **Other Additional Services:** Any other Additional Services agreed upon by the Parties.
- E. **Customer Responsibilities:** Customer shall have the following responsibilities in addition to its other obligations and responsibilities under this Agreement:
- 1. **Final Authority for Absence Policy:** Except as otherwise provided in this Agreement, Customer retains all final authority and responsibility for the Absence Policy and its operation and for compliance with any and all applicable laws and regulations relating thereto.

2. **Specific Customer Decisions and Actions Relating to MetLife's Services:** Customer will perform the duties, obligations and actions set forth below:
- a. The Customer shall post all notices required by federal and/or state law and will provide its employees copies of its Absence Policy.
 - b. The Customer will advise MetLife when an Employee is literate in Spanish instead of English.
 - c. The Customer will maintain any necessary payroll and benefits records.
 - d. The Customer will provide MetLife with employee eligibility information. The Customer will update such data on a mutually agreed upon frequency.
 - e. The Customer will provide MetLife with any information necessary to administer the Leave Request determination and MetLife may administer the Leave Request based upon such information. Customer may direct Employees to contact MetLife to provide some or all of such information in accordance with the Absence Policy, but Customer retains the responsibility to contact MetLife if the Employee does not do so.
 - f. Customer will support the approval process for selected leaves as defined and agreed to by both parties during the implementation and client set-up.
 - g. The Customer will provide MetLife with any holiday schedules in effect as of the effective date of this Agreement. The Customer will update this information prior to any subsequent holiday schedules becoming effective and prior to any changes made by the Customer to a holiday schedule.
 - h. Customer will provide written notice as soon as reasonably possible of any period during which Customer's operations will cease for a period of one week or more.
 - i. The Customer will provide MetLife with any information necessary to administer intermittent leave or reduced schedule leave. Customer may direct Employees to contact MetLife to provide some or all of such information in accordance with the Absence Policy, but Customer retains the responsibility to contact MetLife if the Employee does not do so.
 - j. The Customer will maintain group health coverage and any other Employee benefits and collect any applicable fees in accordance with the Absence Policy. Any efforts to recoup such fees and the reinstatement of Employee benefits after leave will be the sole responsibility of the Customer.
 - k. The Customer will advise MetLife if it wishes MetLife to deny or delay a Leave Request due to a failure by an Employee to provide timely notice of the need for leave, if permitted under applicable law and/or the Absence Policy.
 - l. If the Customer chooses to exercise the key employee provision under the FMLA, the Customer shall determine who is a key Employee under the FMLA on the regular demographic feed, provide key Employees with all required notices, other than those referred to under **paragraph B above**, and make and communicate all reinstatement decisions relating to key Employees.
 - m. If the Customer requires a fitness-for-duty certificate upon return to work, the Customer will review all fitness-for-duty certificates and make all fitness-for-duty and reinstatement determinations.
 - n. If the Customer allows an Employee to take leave prior to the Employee satisfying the eligibility requirements of the Absence Policy, the Customer shall advise MetLife once the Employee becomes eligible under the Absence Policy.

3. **Furnish Employee Information:** Prior to the effective date of this Agreement, Customer will provide MetLife with information necessary for MetLife to determine an Employee's eligibility under the Absence Policy. Customer is responsible for providing MetLife with any changes to Employee information that impacts Employee eligibility determinations under the Absence Policy.
4. **Customer to Furnish Copy of Absence Policy(s) to MetLife:** Prior to the effective date of this Agreement, Customer will furnish to MetLife a copy of the Absence Policy in effect as of the effective date of this Agreement, which will be annexed hereto as the **Appendix B: Absence Policy**. Customer will furnish MetLife with written evidence of any changes or modifications to the Absence Policy.
5. **Advise Employees of MetLife's Role:** Prior to the date MetLife begins providing services under this Agreement, Customer will give Employees written notice describing MetLife's function with respect to Leave Requests and explaining the manner in which such Leave Requests should be submitted to MetLife.
6. **Furnish Information to Enable MetLife to Perform its Duties:** Customer will promptly provide MetLife with information about Employee Leave Requests necessary for MetLife to perform its duties under this Agreement.

F. Mutual Responsibilities:

1. **Cooperation:** The Parties will provide each other with statistical and other information, in such forms and at such intervals as are mutually acceptable, which may reasonably be needed by a Party to perform services in connection with this Agreement.
2. **Liability Coverage:** Each Party, during the term of this Agreement and for a reasonable period of time following termination of this Agreement, will maintain prudent levels of liability protection either through third party liability coverage or self-insurance or a combination thereof with respect to its performance of services in connection with this Agreement; and each will provide the other, upon reasonable request, with evidence of such coverage and will provide reasonable advance notice to the other of any material change in the liability protection.
3. **Furnish Information of Employee Material Complaints:** Each Party will promptly advise the other Party of any material complaints of which it becomes aware that were lodged by an Employee regarding the services provided by MetLife.

SECTION 3: SERVICE FEES

A. Service Fees: The “**Service Fees**” are the amounts payable by Customer to MetLife for the services rendered and any supplies provided to Customer by MetLife pursuant to this Agreement. The Service Fees include the Monthly Service Fee, Additional Fees, and Service Fee Adjustments.

B. Monthly Service Fee:

1. The “**Monthly Service Fee**” will be determined in the manner set forth in **Appendix A: Service Fees**.
2. Notwithstanding **paragraph B.3.** below, during any Contract Period the Monthly Service Fee may be adjusted, as deemed appropriate by MetLife, with Customer’s consent, each time there is:
 - a. a material change in the Absence Policy or that MetLife reasonably anticipates that there may be; or
 - b. a material change in the services that are requested from those identified at time of quote; or
 - c. a cancellation of, non-issuance of or financial arrangement change in any of the Group Disability coverage’s; or
 - d. a change in applicable law that requires a material change in administration of the services under this Agreement.
3. For each Contract Period other than the First Contract Period, and the first four Subsequent Contract Periods, MetLife, with Customer’s consent, reserves the right to establish the applicable rates for the calculation of the Monthly Service Fee for that Subsequent Contract Period and,
 - a. If MetLife provides notice to Customer of such applicable rates at least one-hundred eighty (180) days before the first day of a Subsequent Contract Period, these rates will be effective as of the first day of the Contract Period unless MetLife expressly agrees, in writing, to a different effective date, or
 - b. If MetLife provides notice to Customer of such applicable rates less than one-hundred eighty (180) days prior to the first day of a Subsequent Contract Period, these rates will be effective as of the thirtieth (30th) day following mailing by MetLife of notice of such rates to Customer unless MetLife expressly agrees, in writing, to a different effective date.
4. Payments of the Monthly Service Fees are due to MetLife on a bi-weekly basis as of the first day of each bi-weekly pay period.

C. Additional Fees: An “Additional Fee” is an amount payable by Customer for “Additional Services” provided by MetLife pursuant to **Section 2: Services and Responsibilities, Paragraphs C and D.** MetLife will consult with Customer at their request to determine if Additional Services can or should be performed by MetLife. If MetLife is willing and able to perform such services, it will advise Customer of the charge for such services or the rate by which the charge is determined. If MetLife sends Customer written notice of the proposed charge for any Additional Service requested, Customer will be deemed to have accepted the charge quoted by MetLife for the service(s) if it has not objected to the proposed charge or withdrawn the request for such additional service(s) within fifteen (15) business days after the date of such notice. Additional Fees will be determined in the manner set forth in **Appendix A: Service Fees**.

D. Service Fee Adjustments:

1. At the conclusion of each Contract Period the amount of the Service Fee may be adjusted to take into account any variations between the factors used to determine the Monthly Service Fee at the time it was due and payable and actual experience determined by the books and records of Customer.

2. If it is determined that Customer is entitled to a refund of the amounts paid during the prior year, the amount due Customer shall be credited to the subsequent Monthly Service Fees due. However, if this Agreement has been terminated, the amount due Customer shall be applied to any amounts due and payable to MetLife, and any excess shall be returned to Customer within thirty (30) days after the amount has been determined.
 3. If MetLife determines that MetLife is entitled to an additional payment, Customer shall pay such amount within thirty (30) days after Customer receives written notice of the amount due on account of such adjustment.
- E. Suspension of Services:** In the event any payment is not received within thirty (30) days of its due date, MetLife may, in its sole discretion, suspend any further services under this Agreement. Such suspension of service(s) shall become effective five (5) business days after Customer has received written notice of MetLife's intention to suspend services, unless Customer has remitted all outstanding unpaid amounts before that date. Any such suspension in service(s) shall not in any way be considered as a failure by MetLife to meet any or all Performance Guarantees, as described in **Appendix D: Performance Guarantees**, and the determination of whether MetLife has met any or all Performance Guarantees shall not take into consideration any delays or omissions by MetLife arising from the suspension of service(s) under these circumstances.
- F. Performance Guarantees:** The Parties agree to the Performance Guarantees described in the **Appendix D: Performance Guarantees**.

**SECTION 4: CONFIDENTIAL INFORMATION; AND USE
OF NAMES, SERVICE MARKS AND TRADEMARKS; AND EXAMINATIONS**

- A. Confidential Information:** "Confidential Information" means statistical and other information which is identified by a Party as commercially valuable, confidential, proprietary or trade secret. Customer and MetLife acknowledge that in discharging their obligations under this Agreement they may disclose or make available to each other Confidential Information.
- B. Identification of Confidential Information:** Customer and MetLife each agree to make every reasonable effort under the circumstances to identify to each other Confidential Information at the time of its disclosure and to protect and preserve fully the confidential, proprietary and trade secret nature of each other's Confidential Information.
- C. Non-Disclosure of Confidential Information:** Customer and MetLife each agree not to disclose the other's Confidential Information to any other person, firm, or entity without obtaining the other's prior written consent.
- D. Limitation on Non-Disclosure Obligation:** Customer and MetLife each agree that the obligations regarding Confidential Information shall not apply to any information which was previously disclosed by the other without restriction or which has become generally available to the public through authorized disclosure.
- E. Individually Identifiable Employee Information:**
1. Names, addresses, phone numbers, social security numbers, dates of birth, and other personal information relating to Employees is deemed Confidential Information. However, MetLife may use non-individually identifiable information obtained from this Confidential Information for the purpose of data compilation, statistical analyses and other studies.
 2. Medical information related to Employees, and any persons for whom an Employee seeks leave in order to care for is deemed Confidential Information ("**Confidential Medical Information**"), and will be disclosed only as required or permitted by applicable law. MetLife may use non-individually identifiable information obtained from Confidential Medical Information for the purposes of data compilation, statistical analysis and other studies, and Customer recognizes that such compilations, analyses and studies are the exclusive property of MetLife and may be used in any way by MetLife
- F. Unauthorized Disclosure of Confidential Information:** Customer and MetLife agree that unauthorized disclosure of Confidential Information is a material breach of the Agreement resulting in irreparable harm to the Party whose Confidential Information has been improperly disclosed for which the payment of money damages is inadequate, such damages being difficult to ascertain in any event. Customer and MetLife agree, therefore, that the injured Party may, at its sole option:
1. obtain immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach(es) and the Parties consent to the entry of judgment for injunctive relief, and/or
 2. immediately terminate this Agreement by giving the other Party written notice.
- G. No Use of Other Party's Name, Service Marks, or Trademarks:** Each Party agrees that, without the other Party's written consent signed by an officer of the Party, it will not use that other Party's company name, service marks, trademarks, or other legally protected property rights.
- H. Customer's Approval of Material Used by MetLife:** All communications developed by MetLife specifically for Customer and any formal advertising or promotional pieces which specifically refer to the Customer must receive Customer's approval prior to release, which approval will not be withheld unreasonably.

I. **MetLife's Approval of Material Used by Customer:** All communications developed by Customer which refer to MetLife must receive MetLife's approval prior to release, which approval will not be withheld unreasonably.

J. **Examinations:**

1. **Examination of MetLife:** One time during each Contract Period, MetLife will make available for examination (which is deemed to include examination, review and/or audit during MetLife's normal business hours) its files, books and records pertaining to the processing of Leave Requests.
2. **Charges for Examination of MetLife:** If more than one (1) examination during any Contract Period is requested, Customer agrees that it will be obligated to pay an additional charge to MetLife for each examination which will be calculated by MetLife based upon its then current standard charges.
3. **Confidentiality Agreement:** No third party may conduct an examination pursuant to this "Examinations" provision without first executing an Examiner's Confidentiality Agreement in the form set forth in **Appendix C: Examiner's Confidentiality Agreement**.

SECTION 5: VALIDATION OF METLIFE'S LEAVE DECISION

- A. Customer to Furnish Advance Written Notice of an Adverse Employment Action:** Customer agrees that it shall provide MetLife within **Four (4)** business days, or as soon as is reasonably possible, prior written notice in the event Customer intends to take an adverse employment action against an Employee as a result of or in reliance upon a Leave Decision as defined in **Section 6: Leave Litigation, Paragraph A**. The written notice must be sent to **FMLAQ&A@metlife.com**.
- B. MetLife Notice to Customer:** In the event MetLife receives such written notice as set forth in **Section 5: Validation of MetLife's Leave Decision, Paragraph A** MetLife shall have **Four (4)** business days following receipt of the written notice to verify in writing to the Customer the accuracy of its Leave Decision as defined in **Section 6: Leave Litigation, Paragraph A**. Customer agrees that it will not take any adverse employment action against the Employee whose Leave Decision is being reviewed by MetLife until MetLife has verified to the Customer, in writing, the accuracy of such Leave Decision. Such Leave Decision shall be deemed to be verified by MetLife for purposes of this **Section 5: Validation of MetLife's Leave Decision, Paragraph B** in the event that MetLife does not provide such written verification to Customer within the time frame specified herein.

SECTION 6: LEAVE LITIGATION

- A. Definition of Leave Litigation:** For the purposes of this **Section 6: Leave Litigation**, “**Leave Litigation**” means a demand asserted or litigation, proceedings, or arbitration, commenced by an Employee, or anyone who has standing to assert a demand or commence a litigation, proceeding or arbitration (“**Leave Claimants**”), with respect to a decision made by MetLife to approve or deny such Employee’s Leave Request (“**Leave Decision**”). Leave Litigation shall not include demands asserted or litigation, proceedings or arbitration, commenced by Leave Claimants with respect to Customer’s Absence Policy.
- B. Definition of Incorrect Leave Decision:** “**Incorrect Leave Decision**” means a failure by MetLife to exercise prudent, reasonable care as determined by a court of law or as otherwise agreed to by the Parties with respect to a Leave Decision, but in no event shall it include actions taken by MetLife on the basis of a colorable, non-frivolous position regarding the meaning or interpretation of any law or regulation, or actions taken by MetLife at the written instruction of Customer.
- C. Customer Liability With Respect To The Absence Policy And Leave Decisions:** Except as expressly provided in **Section 6: Leave Litigation, Paragraph D**, the Customer is solely liable for the consequences of the Absence Policy and Leave Decisions, including, without limitation, any settlements, awards or judgments from Leave Litigation and for any legal fees and court costs incurred by Customer or recovered by a Leave Claimant in connection therewith.
- D. Limited MetLife Liability With Respect To Leave Decisions:** In the event that Customer pays to a Leave Claimant damages (including attorneys’ fees and costs) as a result of a settlement or judgment in a Leave Litigation (“**Leave Litigation Recovery**”) and this payment is due to an adverse employment action taken by Customer solely because of a Leave Decision where MetLife’s denial constituted an Incorrect Leave Decision, and provided that the notification and verification requirements set forth in **Section 5: Validation of MetLife’s Leave Decision, Paragraphs A and B** are satisfied, MetLife shall reimburse Customer only for those amounts actually paid by Customer to a Leave Claimant for a Leave Litigation Recovery, provided however, that in the event of a settlement of a Leave Litigation, Customer obtains MetLife’s prior written agreement to the financial terms of the settlement, which agreement shall not be unreasonably withheld.
- Notwithstanding the number of Leave Litigation Recoveries paid by the Customer to Leave Claimants in any single calendar year, MetLife’s maximum liability for amounts actually paid by Customer to Leave Claimants as the result of Incorrect Leave Decisions, shall in no event exceed the sum of **One Million Dollars (\$1,000,000)** per claim, not to exceed an aggregate amount of **Two Million Dollars (\$2,000,000)** in any such single calendar year.
- E. Duties of MetLife and Customer in Leave Litigation:**
- 1. Retention of Counsel and Liability for Recovery:** In any Leave Litigation that includes allegations, claims or prayers for relief with respect to a Leave Decision, Customer shall select and retain counsel and will assume liability for payment of any legal fees, costs and disbursements in connection with the defense of such Leave Litigation, provided, however, that MetLife reserves the right to retain its own counsel in connection with the defense of such Leave Litigation and, if MetLife so elects, MetLife shall assume liability for payment of its legal fees, costs and disbursements. If there is a Leave Litigation Recovery and provided that all the requirements set forth in **Section 6: Leave Litigation, Paragraph D** are satisfied, MetLife shall reimburse Customer for amounts actually paid to such Leave Claimant as a result of an Incorrect Leave Decision subject to the limitations of **Section 6: Leave Litigation, Paragraph D**.
 - 2. Notice of Leave Litigation and Requests for Information:** Each Party shall provide the other Party with written notice of Leave Litigation as soon as practicable but in no event more than fifteen (15) days after it receives notice of Leave Litigation, and shall during and after the Leave Litigation respond within a reasonable time to the other Party’s reasonable requests for information regarding such Leave Litigation.

3. **Cooperation:** Each Party shall provide the other Party reasonable cooperation in defense of Leave Litigation, including providing relevant documentation to the extent permissible by applicable law, reasonably necessary for the defense of Leave Litigation no later than twenty (20) days after a written request for the documentation is received by the other Party. Each Party agrees not to oppose, frustrate, or refuse to cooperate in any attempt by the other to intervene in any Leave Litigation for the purpose of defending the interest of such intervening Party, provided that the intervening Party shall be responsible for the cost of such intervention and defense of its interests.
4. **Limitation of MetLife's Liability:** MetLife's obligation to reimburse Customer for an Improper Action shall be limited as set forth in **Section 6: Leave Litigation, Paragraph D.**
5. **No Obligation By MetLife To Reimburse Customer:** Notwithstanding any provision in this Agreement to the contrary, MetLife shall have no obligation to reimburse Customer if: (a) Customer fails to provide MetLife with prior written notice of an adverse employment action as set forth in **Section 5: Validation of MetLife's Leave Decision, Paragraph A** or takes an adverse employment action prior to the expiration of the time period set forth in **Section 5: Validation of MetLife's Leave Decision, Paragraph B**; (b) MetLife provides written notification within the time period set forth in **Section 5: Validation of MetLife's Leave Decision, Paragraph B** indicating that the Leave Decision was incorrect; (c) Customer or Employee failed to provide MetLife with timely or accurate information relevant to the Leave Decision at issue; (d) the Leave Litigation Recovery is the result of the Customer's failure to perform its duties under this Agreement in a timely or accurate manner; (e) MetLife's Leave Decision is based upon Customer's Absence Policy and such Absence Policy is inconsistent with the FMLA or similar state leave laws or regulations or violates any other provision of federal or state law; (f) the historical data or lack of historical data regarding the Employee's prior leaves provided by Customer to MetLife causes or contributes to the Incorrect Decision at issue; (g) Customer settles a Leave Litigation without obtaining MetLife's prior written agreement; or (h) Customer opposes, frustrates or refuses to cooperate with MetLife's attempt to intervene in Leave Litigation.

SECTION 7: INDEMNIFICATION

A. Definitions: For the purposes of this Section:

1. **"Damages"** means settlements, awards, and judgments (not including punitive damages or those attorney fees, court costs and expenses described in **Section 6: Leave Litigation** of this Agreement) and reasonable legal fees, court costs and expenses incurred by Customer or MetLife to resolve a **"Non-Party Claim."**
2. **"Non-Party Claim"** means a demand asserted or litigation, proceedings, or arbitration commenced by a person or entity other than Customer or MetLife to obtain a settlement, award, or judgment against Customer or MetLife arising from an act or omission by Customer or MetLife in connection with this Agreement. However, a Non-Party Claim does not include any portion of a demand asserted or litigation, proceeding, or arbitration commenced which has been defined under this Agreement as Leave Litigation. The rights and obligations of the Parties with respect to Leave Litigation are fully described in **Section 6: Leave Litigation** of this Agreement.

B. Indemnification : If either Customer or MetLife incurs Damages arising from the other's breach of this Agreement, breach of fiduciary duty, or negligent, intentionally tortious, fraudulent or criminal act or omission in connection with this Agreement, the Party incurring such Damages shall be the "Indemnified Party" referred to in this Section and shall be indemnified against such Damages by MetLife (if the Indemnified Party is Customer) or by Customer (if the Indemnified Party is MetLife) at such time as it has been determined that:

1. The Indemnified Party first received notice (oral or written) of the Non-Party Claim no later than one year after this Agreement terminated; and
2. The Indemnified Party provided written notice of the Non-Party Claim to the Indemnifying Party as soon as practicable, but in no event more than 120 days, after first receiving notice of the Non-Party Claim; and
3. The Damages did not arise from the acts or omissions of the Indemnified Party in connection with this Agreement or from an act or omission undertaken by the Indemnifying Party at the express direction of the Indemnified Party.

If any portion of the Damages arose from the acts or omissions of the Indemnified Party, the obligation of the Indemnifying Party shall be reduced to the proportionate share of the Damages which is attributable to its acts or omissions.

C. Discretion to Resolve Non-Party Claims: The Indemnified Party will have discretion to resolve a Non-Party Claim in a reasonable manner and amount under the circumstances. However, failure to act reasonably in resolving a Non-Party Claim will relieve the Indemnifying Party of its obligations to indemnify only if and to the extent it has been prejudiced by this failure.

D. No Rights Afforded to Third Parties: Nothing in **Section 7: Indemnification** of the Agreement is intended, nor shall it be interpreted, to give any third party, including but not limited to Employees, any right, claim, or cause of action against Customer or MetLife.

SECTION 8: TERM/TERMINATION OF THIS AGREEMENT

- A. Continuity of Agreement:** This Agreement shall continue in effect unless terminated in accordance with **Section 8: Term/Termination of this Agreement**.
- B. Termination of the Agreement:**
- Date of Termination:** Notwithstanding any other term or condition of this Agreement, this Agreement will terminate on the earliest of:
1. the one-hundred eightieth (180th) day following receipt of written notice by Customer or MetLife from the other of the other's intention to terminate the Agreement, or
 2. five (5) business days after Customer has received written notice of MetLife's intention to terminate this Agreement because the Service Fee or other service fee or charge due by Customer to MetLife under this Agreement has not been paid when due, unless Customer has remitted all outstanding unpaid amounts before that date. MetLife's failure to treat this Agreement as terminated in accordance with this paragraph shall not be deemed to be a waiver of MetLife's right to terminate this Agreement in accordance with this paragraph at a subsequent time; or
 3. immediately, as provided for in **Section 4: Confidential Information; And Use of Names, Service Marks and Trademarks; and Examinations, Paragraph F.2.** of this Agreement; or
 4. any other date determined by written agreement among the Parties.
- C. Processing of Run-Out Leave Requests:** Upon termination of this Agreement in its entirety for any reason, MetLife will not process run-out Leave Requests unless otherwise mutually agreed upon in writing by the Parties. An Additional Fee shall apply for any run-out Claim processing services.

SECTION 9: GENERAL PROVISIONS

- A. Entire Contract:** This Agreement constitutes the entire contract between the Parties and is intended to supersede any and all prior written or verbal agreements, proposals or representations by and among the Parties related to the subject matter herein.
- B. Modification to Agreement:** Unless otherwise expressly provided in this Agreement, changes to this Agreement may be made only with agreement of all Parties evidenced in a writing signed by authorized representatives of each Party.
- C. Agreement Counterparts:** This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and these counterparts will constitute but one and the same instrument.
- D. Independent Contractor Status:** The Parties agree that in performing services under this Agreement, MetLife will act in the capacity of an independent contractor.
- E. Notices:** Unless and until the Parties give written notice otherwise, all notices required under this Agreement shall be in writing and shall be addressed as follows:

Metropolitan Life Insurance Company
6400 S. Fiddlers Green Circle, Suite 220
Greenwood Village, CO 80111

Attention:
Taryn Wright, Assistant Vice-President I, National Accounts

County of San Bernardino
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415

Attention:
Joey Wong, Benefits Manager

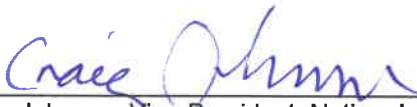
- F. Choice of Law:** This Agreement and the obligations of the Parties shall be governed by and construed in accordance with the law of the State of New York.
- G. Headings:** Headings in this Agreement shall not be used to interpret or construe its provisions.
- H. Waivers:** The waiver by any Party of any breach of any provision of this Agreement by another Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement. The failure to exercise any right under this Agreement shall not operate as a waiver of any such right.
- I. Survival:** Unless otherwise specifically provided in this Agreement, the obligations of the Parties shall survive termination of this Agreement when necessary to effect the intent of the Parties as herein expressed.
- J. Severability:** In the event that any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

ADMINISTRATIVE SERVICES AGREEMENT EXECUTION PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

Metropolitan Life Insurance Company
5 Park Plaza, Suite 1850,
Irvine CA, 92614

Date: 5/11/20

By: 
Craig Johnson, Vice-President, National
Accounts Underwriting

County of San Bernardino
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415

Date: MAY 19 2020

By: 
Curt Hagman, Chairman, Board of Supervisors

APPENDICES

APPENDIX A: SERVICE FEES

Monthly Service Fees:

First Contract Period: July 18, 2020 to July 30, 2021

<u>Description</u>	<u>Monthly Fee Per Employee</u>
<u>Employee Absence Management Administrative Services</u>	\$2.45

Second Contract Period: July 31, 2021 to July 29, 2022

<u>Description</u>	<u>Monthly Fee Per Employee</u>
<u>Employee Absence Management Administrative Services</u>	\$2.45

Third Contract Period: July 30, 2022 to July 28, 2023

<u>Description</u>	<u>Monthly Fee Per Employee</u>
<u>Employee Absence Management Administrative Services</u>	\$2.45

The above Monthly Service Fees will not be increased by more than five percent (5%) for the Contract Period which begins on July 29, 2023 and will be in effect for the 24 month period beginning on July 29, 2023.

APPENDIX B: ABSENCE POLICY

The Absence Policy that is subject to this Agreement is set forth in the attached document identified as follows:

None provided by Customer

APPENDIX C: EXAMINER'S CONFIDENTIALITY AGREEMENT

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") entered into by and between _____ ("Examiner") and Metropolitan Life Insurance

Company ("MetLife"). These parties acknowledge and agree as follows:

1. **ASA:** County of San Bernardino ("Employer") and MetLife entered into an Administrative Services Agreement ("ASA") under which all services relate to Employer's absence policy. Pursuant to the ASA, Employer has retained Examiner to perform an examination, audit, or other evaluation of the files, books, and/or records of MetLife pertaining to the processing of leave requests ("Examination").
2. **Consideration:** Employer has requested that solely for purposes of the Examination, MetLife disclose to Examiner certain documents, statistical information and other information which is commercially valuable, confidential, proprietary, and trade secret ("**Confidential Information**"). MetLife has agreed to such disclosure subject to the terms of this Agreement. There is mutual consideration for this Agreement.
3. **Examination Date:** The examination shall take place on the date mutually agreed upon by the parties.
4. **Confidential Information:** All documents and information of MetLife, its agents, subsidiaries, and affiliates, disclosed to Examiner in connection with the Examination, including all copies thereof, constitutes Confidential Information disclosed by MetLife to Examiner on a confidential basis under this Agreement, and must be used by Examiner only as permitted by this Agreement. Confidential Information shall not include information: (i) disclosed to Examiner without restriction prior to the Examination, or (ii) generally available to the public prior to the Examination through authorized disclosure.
5. **Title:** Title to Confidential Information will remain at all times in MetLife and no transfer of any interest therein is granted.
6. **Use:** Examiner (a) shall not use Confidential Information (deemed to include using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works, or disclosing Confidential Information to another person or permitting any other person to do so) except for purposes of the Examination; (b) shall limit use of Confidential Information only to its authorized employees (deemed to include employees as well as individuals who are agents or independent contractors of Examiner) who have a need to know for purposes of the Examination; (c) shall not copy Confidential information unless express, prior approval of MetLife to do so has been obtained, and (d) shall, if required by subpoena or other legal process to disclose Confidential Information, give MetLife reasonable prior notice of such disclosure.
7. **Conflicts of Interest:** Examiner shall not use Confidential Information in any manner to further its own interests other than in performing the Examination.
8. **Relinquishment:** Examiner shall at the conclusion of the Examination relinquish to MetLife all Confidential Information. If during the course of the Examination it is discovered that this Agreement has been breached by Examiner then all Confidential Information shall be relinquished upon demand by MetLife.
9. **Legal Privacy Requirements:** Certain Confidential Information is subject to legal privacy requirements, a violation of which will cause irreparable harm to MetLife. Examiner shall comply with all such requirements.
10. **Persons Bound:** This Agreement binds Examiner, its successors, assigns, agents, employees, subsidiaries, and affiliates and Examiner agrees that each, prior to accessing Confidential Information, will have agreed to the terms of this Agreement. This Agreement binds MetLife, its successors, assigns, agents, subsidiaries, and affiliates and the rights given by this Agreement to MetLife also extend to these persons and entities.

11. **Damages and Injunctive Relief:** Unauthorized use of Confidential Information by Examiner is a material breach of this Agreement resulting in irreparable harm to MetLife for which the payment of money damages is inadequate, such damages being difficult to ascertain in any event. It is agreed that MetLife, upon adequate proof of unauthorized use, may immediately obtain injunctive relief in any court of competent jurisdiction enjoining any continuing or further breaches and may obtain entry of judgment for injunctive relief. Examiner consents to said injunctive relief and judgment. Nothing in this Agreement shall be construed to limit MetLife's remedies at law or equity in the event of a breach.
12. **Term of Agreement:** This Agreement shall remain in full force and effect so long as any Confidential Information remains commercially valuable, confidential, proprietary, and/or trade secret, but in no event less than three (3) years from the date of Examination.
13. **Assignments:** Neither this Agreement nor Examiner's rights or obligations hereunder may be assigned without MetLife's prior written approval.
14. **General:** (a) This Agreement is the entire understanding between the parties as to the subject matter hereof. (b) No modification to this Agreement shall be binding upon the parties unless evidenced in writing signed by the party against whom enforcement is sought. (c) Headings in this Agreement shall not be used to interpret or construe its provisions. (d) The alleged invalidity of any term shall not affect the validity of any other term. (e) This Agreement may be executed in counterparts.

The parties have caused their authorized representatives to execute this Agreement.

Metropolitan Life Insurance Company

[Insert Examiner's Name]

By: Craig Johnson

By: _____

Title: Vice-President

Title: _____

Date: 5/11/20

Date: _____

APPENDIX C: PERFORMANCE GUARANTEES

Definitions

For the purpose of this Performance Guarantee Agreement, the following definitions apply:

"Book of Business" shall mean all customers with Employee Absence Management plans.

"Confidential Information" means statistical and other information that is identified by a Party as commercially valuable, confidential, proprietary, or trade secret.

"Contract Period(s)", for purposes of this Appendix, means the period beginning on January 1 of a calendar year and ending on December 31 of that same calendar year. The first Contract Period will begin on July 18, 2020 and will end on December 31, 2020. The second Contract Period will begin on the January 1 and will end on the December 31 immediately following the first Contract Period. Later Contract Periods may be agreed to by MetLife and the Customer. If a later Contract Period is agreed upon, it will be a twelve month period beginning on January 1 of the calendar year. In no event will a Contract Period include any period of time beyond the date of termination of the Administrative Services Agreement.

"Participant(s)" means a current or former employee of Customer, who is eligible and enrolled for Plan Benefits.

"Plan Benefits" means, collectively, all benefits of whatever nature payable to a Participant, under and subject to the terms and conditions of those benefits under the Plan.

"Service Fees" are the amounts payable by Customer to MetLife under the terms of the Administrative Services Agreement.

Quality Management Program ("QMP"):

Under this Agreement, the Customer's Employee Absence Management Policy will be administered by a leave processing and customer service team responsible for multiple customers. Therefore, the performance standards of this Appendix will be measured based on Book of Business results.

The measurements will be pursuant to the following provisions:

1. Quarterly, MetLife will perform an audit of randomly selected Leaves with a sample which MetLife deems appropriate of the Employee Absence Management annual receipts to monitor performance standards set forth in this section of the Appendix. The audit process will utilize MetLife's QMP protocols.
2. The results of each periodic audit will be recorded and reported as necessary (at least annually) to the account team and the operations unit by the QMP department.
3. The QMP department will provide a summary to the account team, who will share annually (with quarterly updates) with the Customer.
4. The Parties understand and agree that MetLife may change the Quality Management Program from time to time without advance notice from MetLife to the Customer and/or Plan Administrator. However, such changes will not affect the statistical accuracy of the measurement of MetLife's performance. MetLife will make every reasonable effort to provide the Customer and/or Plan Administrator with reasonable advance notice of any material changes. At any time, MetLife will provide the Customer and/or Plan Administrator, upon request, with an explanation of the methodology then currently used in the QMP. Customer agrees that information furnished to Customer's designated representatives regarding results and/or details about the QMP itself will be treated as Privileged and Confidential Information, subject to the provisions set forth in **Section 5: Confidential Information; Use of Names, Service Marks, and Trademarks; and Examinations** of this Agreement.

5. At Customer's discretion, it may select an internal MetLife auditor or a mutually agreed upon external auditor to verify the QMP results. Such audit will be based on a mutually agreed upon sub-sampling of the QMP results for a quarter. Customer agrees to be responsible for all expenses incurred as a result of conducting such audit. In the event of any disagreement as to the QMP results and that of Customer's audit, Customer agrees to be responsible for any additional expenses incurred by MetLife following the initial QMP audit, if MetLife successfully refutes Customer's audit findings.

A. Procedural Accuracy:

1. For the purposes of this Appendix, "**Procedural Accuracy**" is defined as the performance standard used to evaluate Leave processing performance with respect to effective application of leave management tools and initiatives, and accuracy of file documentation. A "**Procedural Error**" is defined as ineffective application of leave management tools and initiatives, and inaccurate file documentation. For each Contract Period, the "**Procedural Accuracy Rate**" will be determined by the following formula:

$$\frac{\text{Procedural Items (weighted) in Sample Correct}}{\text{Procedural Items (weighted) in Sample}}$$

2. MetLife agrees to achieve a ninety-eight percent (98%) Procedural Accuracy Rate for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Procedural Accuracy Rate falls below ninety-eight percent (98%), MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees for each Contract Period ("**Procedural Accuracy Penalty**").
4. MetLife will determine whether it has met the performance standard set forth in this **Section A** for each Contract Period. Such determination shall be based on a review of the Procedural Accuracy of leaves processed in accordance with the provisions set forth in the QMP section of this Appendix.
5. MetLife will calculate and report to the Customer the Procedural Accuracy Penalty, if any, at the end of the Contract Period.
6. MetLife will remit payment of the Procedural Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

B. Statistical Coding Accuracy (Data Entry):

1. For the purposes of this Appendix, "**Statistical Coding Accuracy**" is defined as the performance standard used to evaluate QMP Leave processing performance with respect to leave data line entries. A "**Statistical Error**" is defined as inaccurate entry of data that directly impacts the ability to process a Participant's Leave in accordance with the applicable Plan. For each Contract Period, the "**Statistical Coding Accuracy Rate**" will be determined by the following formula:

$$\frac{\text{Data Entry Items in Sample Correct}}{\text{Data Entry Items in Sample}}$$

2. MetLife agrees to achieve a ninety-seven percent (97%) Statistical Coding Accuracy Rate for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Statistical Coding Accuracy Rate falls below ninety-seven percent (97%), MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees for each Contract Period ("**Statistical Coding Accuracy Penalty**").
4. MetLife will determine whether it has met the performance standard set forth in this **Section B** for each Contract Period. Such determination shall be based on a review of the Statistical Coding Accuracy of leaves processed in accordance with the provisions set forth in the QMP section of this Appendix.
5. MetLife will calculate and report to the Customer the Statistical Coding Accuracy Penalty, if any, at the end of the Contract Period.

6. MetLife will remit payment of the Statistical Coding Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

C. Leave Determination:

1. For the purposes of this Appendix, "**Leave Determination**" is defined as the performance standard used to measure the period of time which transpires from the date MetLife receives all medical and vocational information necessary to make a leave determination to the date MetLife makes the leave determination. For each Contract Period, the "**Leave Determination Rate**" will be determined by the following formula:

$$\frac{\text{Total \# of days of Leave Determination in Sample}}{\text{Leave Determination Items in Sample}}$$

2. MetLife agrees to make a Leave Determination of ninety-eight percent (98%) of Claims submitted within five (5) business days for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Leave Determination Rate falls below ninety-eight percent (98%) of Claims submitted within five (5) business days, MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees for each Contract Period ("**Leave Determination Rate Penalty**").
4. MetLife will determine whether it has met the performance standard set forth in this **Section C** for each Contract Period. Such determination shall be based on a review of the Leave Determination Rate of Claims in accordance with the provisions set forth in the QMP section of this appendix.
5. MetLife will calculate and report to the Customer the Leave Determination Rate Penalty, if any, at the end of the Contract Period.
6. MetLife will remit payment of the Leave Determination Rate Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

D. Initial Notification:

1. For the purposes of this Appendix, "**Initial Notification**" is defined as the performance standard used to measure the period of time which transpires from the date:

MetLife receives all information from the Employee and/or Customer necessary to send the initial notification to the date the initial notification is sent. For each Contract Period, the "**Initial Notification Rate**" will be determined by the following formula:

$$\frac{\text{Total \# of days of Initial Notifications in Sample}}{\text{Initial Notification Items in Sample}}$$

2. MetLife agrees to process the initial notifications of ninety-eight percent (98%) of Claims submitted within two (2) business days for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Initial Notification Rate is less than ninety-eight percent (98%) within two (2) business days MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees ("**Initial Notification Penalty**").
4. MetLife will determine whether it has met the performance standard set forth in this **Section D** for each Contract Period. Such determination shall be based on a review of the Initial Notification Rate of Claims in accordance with the provisions set forth in the QMP section of this appendix.
5. MetLife will calculate and report to the Customer the Initial Notification Penalty, if any, at the end of the Contract Period.
6. MetLife will remit payment of the Initial Notification Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

E. Decisional Accuracy:

1. For the purposes of this Appendix, “**Decisional Accuracy**” is defined as the performance standard used to evaluate Leave processing performance with respect to correct decision made on meeting Leave criteria. A “**Decisional Error**” is defined as incorrect decision on meeting Leave criteria. For each Contract Period, the “**Decisional Accuracy Rate**” will be determined by the following formula:

$$\frac{\text{Leave Decisions in Sample Correct}}{\text{Leave Decisions in Sample}}$$

2. MetLife agrees to achieve a ninety-seven percent (97%) Decisional Accuracy Rate for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Decisional Accuracy Rate falls below ninety-seven percent (97%), MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees for each Contract Period (“**Decisional Accuracy Penalty**”).
4. MetLife will determine whether it has met the performance standard set forth in this **Section E** for each Contract Period. Such determination shall be based on a review of the Decisional Accuracy of leaves processed in accordance with the provisions set forth in the QMP section of this Appendix.
5. MetLife will calculate and report to the Customer the Decisional Accuracy Penalty, if any, at the end of the Contract Period.
6. MetLife will remit payment of the Decisional Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

F. Correspondence Accuracy:

1. For the purposes of this Appendix, “**Correspondence Accuracy**” is defined as the performance standard used to evaluate Leave processing performance with respect to appropriate decisional notification letters being sent out. A “**Correspondence Error**” is defined as incorrect decisional letter sent. For each Contract Period, the “**Correspondence Accuracy Rate**” will be determined by the following formula:

$$\frac{\text{Decisional notification letters in Sample Correct}}{\text{Decisional notification letters in Sample}}$$

2. MetLife agrees to achieve a ninety-seven percent (97%) Correspondence Accuracy Rate for each Contract Period, determined in accordance with the preceding item (1).
3. Subject to the provisions of **Section G** of this **Appendix**, MetLife agrees that if its Correspondence Accuracy Rate falls below ninety-seven percent (97%), MetLife will pay Customer a penalty of one and sixty-six one-hundredths of one percent (1.66%) of the total Service Fees for each Contract Period (“**Correspondence Accuracy Penalty**”).
4. MetLife will determine whether it has met the performance standard set forth in this **Section F** for each Contract Period. Such determination shall be based on a review of the Correspondence Accuracy of leaves processed in accordance with the provisions set forth in the QMP section of this Appendix.
5. MetLife will calculate and report to the Customer the Correspondence Accuracy Penalty, if any, at the end of the Contract Period.
6. MetLife will remit payment of the Correspondence Accuracy Penalty, if any, within ninety (90) days of the date MetLife reports the final amount.

G. Maximum Aggregate Penalty:

For each Contract Period, the maximum penalty payable pursuant to **Sections A through F**, in aggregate, by MetLife to Customer as a consequence of failing to meet any or all of the foregoing Performance Guarantees is an amount not to exceed an amount equal to ten percent (10%) of the total Service Fees.

MetLife reserves the right to re-evaluate the service standards, guarantees and penalties set forth in all sections of this appendix if any of the following situations occur:

- A. there is a Plan design change; or
- B. an unusual event, beyond MetLife's control, occurs which generates an increase or decrease in expected incidence.

The penalties set forth in this Performance Guarantee Agreement are Customer's exclusive remedy for MetLife's failure to meet any obligations, duties, tasks, or performance standards set forth in this **Performance Guarantees Appendix**.



**Employer Appointment of MetLife as Agent for FICA Remittance
For Insured Group Customers With FICA Premium**

County of San Bernardino, (Employer) hereby appoints Metropolitan Life Insurance Company, (MetLife) on Employer's own behalf and on behalf of any of Employer's subsidiaries or affiliates listed below or set forth on an attachment hereto, to act as its agent for the limited purpose of remitting the employer's share of Federal Insurance Contributions Act taxes ("FICA") with respect to the coverage(s) selected below (the "Appointment"). The Appointment shall be effective as of July 18, 2020. By signing the Appointment, Employer agrees to the terms of the Appointment set forth below and represents that it is authorized to act, and appoint MetLife as agent, on behalf of any subsidiaries or affiliates whose names and Tax ID(s) are listed below or set forth on an attachment hereto.

Coverage

Short Term Disability

Report Number(s)	Subcode(s)/Division(s)	Claimbranch(s)/Class(es)	Employer FEIN(s)
226815	0001	0001/0002/0003/0004/0005	95-6002748
227067	0001/0002/0003/0004	0001/0002/0003/0004/0005	95-6002748
227068	0001/0002/0003/0004	0001/0002/0003/0004/0005	95-6002748
227069	0001 through 0012	0001/0002/0003/0004/0005	95-6002748
227070	0001	0001/0002/0003/0004/0005	95-6002748
227071	0001	0001/0002/0003/0004/0005	95-6002748
227072	0001 through 0031	0001/0002/0003/0004/0005	95-6002748
227073	0001 through 0021	0001/0002/0003/0004/0005	95-6002748
227074	0001 through 0111	0001/0002/0003/0004/0005	95-6002748
227075	0001 through 0019	0001/0002/0003/0004/0005	95-6002748
227076	0001/0002/0003/0004/0005/0006	0001/0002/0003/0004/0005	95-6002748
227077	0001 through 0023	0001/0002/0003/0004/0005	95-6002748
227078	0001/0002/0003/0004/0005	0001/0002/0003/0004/0005	95-6002748
227079	0001	0001/0002/0003/0004/0005	95-6002748
227080	0001	0001/0002/0003/0004/0005	95-6002748
227081	0001	0001/0002/0003/0004/0005	95-6002748
227082	0001	0001/0002/0003/0004/0005	95-6002748
227083	0001 through 0007	0001/0002/0003/0004/0005	95-6002748
227084	0001 through 0026	0001/0002/0003/0004/0005	95-6002748
227085	0001 through 0026	0001/0002/0003/0004/0005	95-6002748
227086	0001 through 0026	0001/0002/0003/0004/0005	95-6002748
227087	0001/0002/0003/0004	0001/0002/0003/0004/0005	95-6002748
227088	0001	0001/0002/0003/0004/0005	95-6002748
227089	0001 through 0008	0001/0002/0003/0004/0005	95-6002748
227090	0001	0001/0002/0003/0004/0005	95-6002748
227091	0001 through 0009	0001/0002/0003/0004/0005	95-6002748
227092	0001 through 0039	0001/0002/0003/0004/0005	95-6002748
227093	0001	0001/0002/0003/0004/0005	95-6002748
227094	0001	0001/0002/0003/0004/0005	95-6002748
227095	0001/0002/0003/0004/0005/0006	0001/0002/0003/0004/0005	95-6002748
227096	0001/0002/0003	0001/0002/0003/0004/0005	95-6002748
227097	0001 through 0033	0001/0002/0003/0004/0005	95-6002748
227098	0001 through 0009	0001/0002/0003/0004/0005	95-6002748



227099	0001 through 0008	0001/0002/0003/0004/0005	95-6002748
227100	0001 through 0054	0001/0002/0003/0004/0005	95-6002748
227101	0001	0001/0002/0003/0004/0005	95-6002748
227102	0001 through 0013	0001/0002/0003/0004/0005	95-6002748
227103	0001/0002/0003/0004/0005/0006/0007	0001/0002/0003/0004/0005	95-6002748
227104	0001 through 0013	0001/0002/0003/0004/0005	95-6002748
227105	0001/0002/0003/0004	0001/0002/0003/0004/0005	95-6002748
227106	0001/0002/0003/0004/0005	0001/0002/0003/0004/0005	95-6002748
227107	0001/0002/0003/0004	0001/0002/0003/0004/0005	95-6002748
227108	0001	0001/0002/0003/0004/0005	95-6002748
227109	0001/0002/0003	0001/0002/0003/0004/0005	95-6002748
227110	0001	0001/0002/0003/0004/0005	95-6002748
227111	0001	0001/0002/0003/0004/0005	95-6002748
227112	0001 through 0015	0001/0002/0003/0004/0005	95-6002748
227113	0001	0001/0002/0003/0004/0005	95-6002748
227114	0001	0001/0002/0003/0004/0005	95-6002748
227115	0001	0001/0002/0003/0004/0005	95-6002748
227116	0001	0001/0002/0003/0004/0005	95-6002748
227117	0001	0001/0002/0003/0004/0005	95-6002748
227118	0001	0001/0002/0003/0004/0005	95-6002748
227119	0001	0001/0002/0003/0004/0005	95-6002748
227120	0001	0001/0002/0003/0004/0005	95-6002748
227121	0001	0001/0002/0003/0004/0005	95-6002748
227122	0001	0001/0002/0003/0004/0005	95-6002748
227123	0001	0001/0002/0003/0004/0005	95-6002748
227124	0001 through 0121	0001/0002/0003/0004/0005	95-6002748
227125	0001 through 0094	0001/0002/0003/0004/0005	95-6002748
227126	0001 through 0025	0001/0002/0003/0004/0005	95-6002748
227127	0001 through 0023	0001/0002/0003/0004/0005	95-6002748

Long Term Disability:

Report Number(s)	Subcode(s)/Division(s)	Claimbranch(s)/Class(es)	Employer FEIN(s)
226815	0001	0001	95-6002748
227067	0001/0002/0003/0004	0001	95-6002748
227068	0001/0002/0003/0004	0001	95-6002748
227069	0001 through 0012	0001	95-6002748
227070	0001	0001	95-6002748
227071	0001	0001	95-6002748
227072	0001 through 0031	0001	95-6002748
227073	0001 through 0021	0001	95-6002748
227074	0001 through 0111	0001	95-6002748
227075	0001 through 0019	0001	95-6002748
227076	0001/0002/0003/0004/0005/0006	0001	95-6002748
227077	0001 through 0023	0001	95-6002748
227078	0001/0002/0003/0004/0005	0001	95-6002748
227079	0001	0001	95-6002748
227080	0001	0001	95-6002748
227081	0001	0001	95-6002748
227082	0001	0001	95-6002748
227083	0001 through 0007	0001	95-6002748



227084	0001 through 0026	0001	95-6002748
227085	0001 through 0026	0001	95-6002748
227086	0001 through 0026	0001	95-6002748
227087	0001/0002/0003/0004	0001	95-6002748
227088	0001	0001	95-6002748
227089	0001 through 0008	0001	95-6002748
227090	0001	0001	95-6002748
227091	0001 through 0009	0001	95-6002748
227092	0001 through 0039	0001	95-6002748
227093	0001	0001	95-6002748
227094	0001	0001	95-6002748
227095	0001/0002/0003/0004/0005/0006	0001	95-6002748
227096	0001/0002/0003	0001	95-6002748
227097	0001 through 0033	0001	95-6002748
227098	0001 through 0009	0001	95-6002748
227099	0001 through 0008	0001	95-6002748
227100	0001 through 0054	0001	95-6002748
227101	0001	0001	95-6002748
227102	0001 through 0013	0001	95-6002748
227103	0001/0002/0003/0004/0005/0006/0007	0001	95-6002748
227104	0001 through 0013	0001	95-6002748
227105	0001/0002/0003/0004	0001	95-6002748
227106	0001/0002/0003/0004/0005	0001	95-6002748
227107	0001/0002/0003/0004	0001	95-6002748
227108	0001	0001	95-6002748
227109	0001/0002/0003	0001	95-6002748
227110	0001	0001	95-6002748
227111	0001	0001	95-6002748
227112	0001 through 0015	0001	95-6002748
227113	0001	0001	95-6002748
227114	0001	0001	95-6002748
227115	0001	0001	95-6002748
227116	0001	0001	95-6002748
227117	0001	0001	95-6002748
227118	0001	0001	95-6002748
227119	0001	0001	95-6002748
227120	0001	0001	95-6002748
227121	0001	0001	95-6002748
227122	0001	0001	95-6002748
227123	0001	0001	95-6002748
227124	0001 through 0121	0001	95-6002748
227125	0001 through 0094	0001	95-6002748
227126	0001 through 0025	0001	95-6002748
227127	0001 through 0023	0001	95-6002748

* Customer must attach an explanation if the Appointment does not apply with respect to all employees with the selected coverages.

**A Customer with multiple employer names and Tax IDs must attach a list of all employer names and associated Tax IDs.



Employer FICA

Employer hereby, on its own behalf and on behalf of any listed subsidiary appoints MetLife as its agent for the sole purpose of remitting to the IRS the Employer's, or any listed subsidiary's or affiliate's, share of FICA with respect to taxable benefits paid by MetLife to Employer's or any listed subsidiary's or affiliate's employees ("Employees") pursuant to a group disability income insurance policy issued to the Employer by MetLife (the "Policy"). The Employer also understands that with respect to taxable benefits paid by MetLife to Employees pursuant to the Policy:

- MetLife will withhold from benefit payments and remit to the Internal Revenue Service the Employee's share of FICA.
- As requested by the Employee(s), MetLife will withhold from benefit payments and remit federal and state taxes to the appropriate taxing authorities.
- MetLife will produce W-2s with MetLife's name and Tax ID.
- MetLife does not remit state or federal unemployment taxes, locality taxes* or Virgin Island and Puerto Rico "state" taxes.

*For Certain Customers, MetLife is required to remit the New York Metropolitan Commuter Transportation Mobility tax (MCTMT) if the claimant is a resident of certain New York counties.

Termination

1. The Appointment shall terminate with respect to Employer's, and/or a listed affiliate's or subsidiary's, share of FICA:

- a. Immediately in the event that Employer, and/or a listed affiliate or subsidiary becomes insolvent, suspends its business, files a voluntary petition in bankruptcy, or is adjudged bankrupt;
- b. On the effective date of the termination for any reason of the Policy; or
- c. Pursuant to advance written notification (via e-mail or otherwise) of termination provided by one party to the other for any reason or no reason effective on the date indicated in the written notification.

2. If this Appointment is terminated pursuant to paragraph 1, above;

- a. MetLife will continue to produce W-2s with respect to taxable benefits paid to Employees under the Policy unless otherwise instructed by Employer;
- b. MetLife shall continue to remit to the appropriate taxing authority any amounts withheld by MetLife, or upon being withheld by MetLife in the future, for Employee's share of FICA, or for Employee's state or federal income taxes; and
- c. Employer and/or subsidiary or affiliate shall become solely responsible and liable for the payment of the Employer's and/or affiliate's or subsidiary's share of FICA for amounts due on or after the termination of this Appointment for Employer or any listed affiliate or subsidiary.



Disclaimer

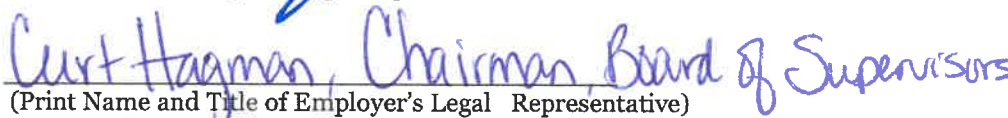
The Appointment is not intended to, and does not, make MetLife the "employer" of any Employee or other insured individual for any purpose. MetLife assumes no liability or obligation under this Appointment or otherwise (whether to the Employer, Employee, any other entity or employee of an entity covered by this Appointment, a beneficiary or to any taxing or regulatory authority) for any payments, penalties, interest or losses resulting from the failure to make payments, or withhold or remit taxes except that MetLife shall be liable to the Employee or the appropriate taxing authority, as the case may be, up to the actual amount that MetLife withholds from any Employee's benefits for FICA, state, and federal taxes as expressly provided for under this Appointment and then fails to refund to the Employee or remit to a taxing authority.

Responsibility For Employer's FICA and Tax Considerations

Although the cost of the Employer's or listed affiliate's or subsidiary's portion of the FICA is included in the disability plan rate(s), the Employer or listed affiliate or subsidiary is legally responsible for the Employer's or listed affiliate's or subsidiary's portion of the FICA and such portion may not be collected from any Covered Person under the Policy. The incorporation of the Employer's or listed affiliate's or subsidiary's portion of the FICA into the disability plan rate(s) may have an impact on the employer/employee ratio for individuals who receive benefits under the Policy. You should consult with and rely on your own independent tax and legal counsel concerning any of the tax considerations under this plan, including the taxable percentages for any benefit paid under the plan.

To be completed by the Employer:


(Signature of Employer's Legal Representative)


(Print Name and Title of Employer's Legal Representative)

MAY 19 2020

Signature Date



National Accounts
5 Park Plaza, Suite 1850
Irvine, CA 92614

Bart Duffield
Vice President

Cell (248) 310-6766
Fax (949) 471-2288
bart.duffield@metlife.com

April 30, 2020

Joey Wong
Employee Benefits Manager
County of San Bernardino
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415

**Re: Group Long Term and Short Term Disability Insurance Policy Number 226815-1-G
issued to County of San Bernardino, Effective July 18, 2020**

In the Group Policy under:

- **Right to Change Premium Rates**, MetLife agrees that it will not exercise its right to change premium rates under subsections 2, 3 or 6.a. or 6.b.
- **END OF INSURANCE PROVIDED BY THIS POLICY**, MetLife agrees to provide Policyholder with 180 days advance Written notice under subsections 2, 3, and 4.

Very truly yours,

A handwritten signature in cursive script that reads 'Bart Duffield'.

Bart Duffield
Vice President
5 Park Plaza, Suite 1850
Irvine, CA 92614