



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

**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**



## 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

<b>Exhibit Number</b>	<b>Exhibit Type</b>	<b>Applies To</b>	<b>Effective Date</b>
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

## 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**

<b>Certificate Number</b>	<b>Certificate Form</b>	<b>Applies To</b>	<b>Effective Date</b>
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.