

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written. Pre-Paid Legal Services,

OWNER:

CONTRACTOR:

Company Name

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox Attest ☒ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

Hakeem Oshikoya Finance Director

Finance Department

DocuSigned by:

Mandy Simmons

2136757E57F2474...

Mandy Simmons

VP Business Solutions Service

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Shauna Deaton

Notary Public

County: Pontotoc

Commission Expires: 5 06/13/202

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

X RM

ITEM#: _____	RCS: _____	ITEM#: 2021-0658	RM: 9/1/2021
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



DATE (MM/DD/YYYY)
1/3/2022

COVERAGES	
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>	

[illegible]

ACORD 25 (2009/01) © 1988-2009 ACORD CORPORATION. All rights reserved.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/3/2022

PRODUCER ARC Excess & Surplus, LLC 113 South Service Road P.O. Box 9012 Jericho, NY 11753		516-747-4100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pre-Paid Legal Services, Inc. dba LegalShield One Pre-Paid Way Ada OK 74820		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: Endurance American Specialty Ins. Co.		41718
		INSURER B: Continental Casualty Company		20443
		INSURER C: QBE Specialty Insurance Company		11515
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$	\$ \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A.		OTHER	A. PRO10009084005				
B.		Professional Liability / Cyber	B. 652343072	6/1/2021	6/1/2022	A. \$5,000,000	
C.		Security & Privacy Liability	C. 100007672			B. \$5,000,000 excess of \$5,000,000	
						C. \$5,000,000 excess of \$10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COVERAGE IS STRICTLY SUBJECT TO ALL POLICY TERMS, LIMITS, CONDITIONS AND EXCLUSIONS

XX
 XX
 XX

CERTIFICATE HOLDER

Fulton County
 120 Peachtree Street SW
 Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	CONTACT NAME: Morayma Gonzalez PHONE (A/C, No, Ext): 817-336-1197 E-MAIL ADDRESS: Mgonzalez@higginbotham.net FAX (A/C, No): 817-347-6981
INSURER(S) AFFORDING COVERAGE	
INSURER A: Federal Insurance Company	
INSURER B: Chubb Indemnity Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 837556066 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36062864	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73615376	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$300,000			78191675	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71827392	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Named Insureds:
 LS Parent Corporation
 LS, Inc.
 PPL Holdings Corp
 Pre-Paid Legal Casualty, Inc.
 Pre-Paid Legal Access, Inc.
 EAP, Inc. dba CLC
 PPLSI Insurance Company, Inc.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

Fulton County
 120 Peachtree St SW
 Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Pre-Paid Legal Services, Inc. dba LegalShield **complete list of named insureds below 1 Prepaid Way Ada OK 74820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Pre-Paid Canadian Holdings, LLC
 PPL Legal Care of Canada Corporation

Workers Compensation Policy-7182-73-92 All States except IA, IN, MD, MS ND, NV OH, PA, WA, WY and those states listed in 3A (3A consists of AR AZ CA CO CT FL GA HI IL MA MI MO NJ NY OK PA RI TN TX UT

The General Liability Additional insured includes From 80-02-2367 (5-07) Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

The Automobile Additional Insured includes form (CA 20 48) Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy. However, no such person or organization is an insured under this provision who is more specifically described under any other provision of the "Who Is An Insured" section of this policy (regardless of any limitation applicable thereto) or who is a branch, department, agency, corporation or other governmental authority of the Federal Government of the United States of America.

The General Liability Waiver of Subrogation includes form (80-02-2000) provides a blanket waiver of subrogation endorsement when required by written contract.

The Automobile Liability Transfer of Right of Recovery against others to us under Loss Conditions.

Workers Compensation waiver of Subrogation includes Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The General Liability has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract 80-02-2367 (5-07).

The Automobile Primary & Non Contributory included form (16-02-0316) Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide primary and non-contributory insurance.

The General Liability (80-02-9779) Automobile Liability (16-02-0306) If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

Excess Liability is follow form.

Empty document – COI already attached



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP0608C-MH

**PROJECT TITLE – VOLUNTARY WORKSITE
BENEFITS for GROUP IDENTITY THEFT
PROTECTION with**

Pre-Paid Legal Services, Inc. dba Legal Shield

For

FINANCE DEPARTMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: **Pre-paid Legal Services, Inc. dba Legal Shield**

Contract No.: **21RFP0608C-MH, Voluntary Worksite Benefits**

Address: **One Pre Paid Way**
City, State **Ada, Oklahoma 74820**

Telephone: **404-821-5884**

Email: **shannonparente@legalshieldcorp.com**

Contact: **Shannon Parente,**
National Sales Manager

This Agreement made and entered into effective upon Board Approval for Transition of services through 31st, December, 2021. Plans will be available effective 1st day of January, 2022 through December 31, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Pre-paid Legal Services, Inc. dba Legal Shield, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance, hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide, Identity Theft Protection for active employees. Benefits and services will be effective January 1, 2022, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [non-applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;

- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC# 21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide **Identity Theft Protection**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon Board Approval through December 31, 2021 to transition into the new product. The starting date for this product shall be January 1, 2022, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding

anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession. Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged

infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person

may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and

authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-4243
Email: Melissa.barnett@fultoncountyga.gov
Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

LegalShield
One Pre paid Way
Ada, Oklahoma 74820
Telephone: 404-821-5884
Email: shannnonparente@legalshiedlcorp.com
Attention: **Shannon Parente**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. **SUBSIDIES**

Vendor shall agree to pay \$10,000 per year that the contract is in effect for communications and \$10,000 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

ARTICLE 46. **CONTRACT DOCUMENTS**

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide Group Identity Theft coverage to active employees and eligible family members. Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.
 - d. Carrier will provide Employee Advocacy (Customer Support Center)
 - e. Employee advocacy/call center with toll-free/local number and email address
 - f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. Rate/Guarantee Requirements

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2024 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. Vendor Performance Guarantees All Plan Options

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.

6. Group Identity Theft

Benefit Provisions		Example
Credit Monitoring, Alerts & Score	One Bureau (TransUnion) or 3 Bureau (TransUnion, Experian, Equifax) plans available	Three Bureaus
Annual Report	Three Bureaus; Also provide three bureau report pre- and post- restoration	One Bureau
GENERAL DESIGN		
Group Coverage	Yes	Yes
Pre-Tax?	No- Post tax	Yes
Who will family plan cover?	<p><u>Legal Plan</u>: The participant (employee); participant’s spouse; dependent children up to the age of 26.</p> <p><u>IDShield Plan</u>: Individual Plan: The participant only. Family Plan: The participant, their spouse/partner, dependent parents and up to 10 dependent children under the age of 26. Dependent children ages 18-26 and dependent parents of the participant or participant’s spouse are eligible for consultation and restoration services only. Monitoring services are not available for dependent parents and dependent children ages 18-26.</p>	Family coverage is defined as under house or under wallet. College-age children and elderly parents can be included in family pricing. No age limits on family members or enforce the number of family members added.
Pre-existing thefts as of effective date?	Covered	Covered
Restoration for pre-ex thefts?	Yes	Yes
Fee for pre-ex thefts?	No additional fee	No additional fee
Minimum Participation Requirements	None	None
PREVENTATIVE SERVICES		
Reduce unwanted solicitations such as pre-approved credit offers, junk mail, solicitation calls	Yes	Yes
Newsletters	Yes- eNewsletters	Yes
Website	Yes	Yes
Benefit Fair Attendance	Yes	Yes
MONITORING, DETECTION, AND REPORTING		
Credit Bureau Monitoring and Searches		
TransUnion	Yes	Yes
Experian	Yes	Yes
Equifax	Yes	Yes
Daily monitoring	Yes	Yes
Notifies participant of changes	Yes	Yes
Monthly Credit Score	Yes- TransUnion	Yes
Free Annual Credit Report	Yes	Yes
Black Market Website Surveillance	Yes	Yes
REMEDIATION AND RESTORATION SERVICES		
Fully managed remediation?	Yes- By Licensed Private Investigators	Yes
Fraud alert placement?	Yes	Assistance
Dedicated ID remediation advisor?	Yes	Yes
Limited power of attorney?	Yes	Yes
Other languages services	English, Spanish, and French	English and native Spanish speaking Privacy Advocates; language line for other non-English speaking languages.
Will a remediation specialist assist with claims?	Yes	Yes
Insurance policy amount to recoup out-of-pocket losses?	\$1M Protection Policy- \$2M for family (member/spouse)	\$1M
Limitations and exclusions to reimbursement policy	The following items are not covered under the insurance: Personal Property (Jewelry, Silverware, documents, coins, stamps, etc.), - Property damage, Bodily/ personal injury, Gambling, Professional fees noted above in excess of \$125 per hr., Losses while membership is Inactive, Financial performance losses, Business pursuits, Pre-existing losses prior to effective date, Fraudulent acts by member, Errors and omissions, Unintentional clerical errors, Loss of potential income. Additional exclusions apply. See Insurance policy for more information.	Remediation Insurance covers expenses such as travel, legal, notary, child care, lost wages, Electronic Fund Transfers, CPA fees, and postage costs.
Participant Reimbursable Expenses - define limits below		
Lost wages	Yes; No sublimit	Yes, \$1,500 per week for 5 weeks limit
Legal fees	Yes- Up to \$125 per hour	Yes, \$1M limit
Notaries	Yes	Yes, \$1M limit
Mailing costs	Yes	Yes, \$1M limit
Phones charges	Yes	Yes, \$1M limit
Document Replacement	Yes	Yes, \$1M limit
Travel Expenses	Yes	Yes, \$1,000 limit
Child / Elder Care	Yes	Yes, \$1,000 limit
EMPLOYEE MONTHLY RATES		
Employee Only	1 Bureau: \$7.25 or 3 Bureau: \$9.50	\$9.95
Employee + Spouse	1 Bureau: \$13.95 or 3 Bureau: \$18.45	\$17.95
Employee + Child(ren)	1 Bureau: \$13.95 or 3 Bureau: \$18.45	\$17.95
Employee + Family	1 Bureau: \$13.95 or 3 Bureau: \$18.45	\$17.95
Rate Guarantee Period	5 years with contract of equal length	3 Years

EXHIBIT E

COMPENSATION

COMPENSATION

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

	IDShield 3 Credit Bureaus
Monthly Rates	
Employee Only	\$9.50
Employee + Spouse	\$18.45
Employee + Child(ren)	\$18.45
Family	\$18.45

Rates listed are per enrollment and funded in the entirety by the employee’s payroll deductions.

SUBSIDIES

Vendor shall agree to pay Fulton County \$10,000 per year that the contract is in effect for communications and \$10,000 per year for additional subsidies to offset the County’s cost of offering the aforementioned benefits to employees and the administration costs required.

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Pre-Paid Legal Services, Inc. dba LegalShield on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

731016728 Employer ID / 1291155 Company ID

EEV/Basic Pilot Program* User Identification Number

Alicia Underwood

BY: Authorized Officer of Agent LegalShield

Director- Proposals

Title of Authorized Officer or Agent of Contractor

Alicia Underwood

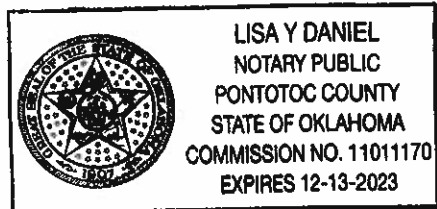
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9th day of July, 2021

Notary Public: Lisa Y Daniel

County: Pontotoc

Commission Expires: Dec 13, 2023



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Pre-Paid Legal Services, Inc. dba LegalShield behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

731016728 Employer ID / 1291155 Company ID

EEV/Basic Pilot Program* User Identification Number

Alicia Underwood

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Please note: Those third parties providing legal services and identity theft services are not considered subcontractors.

Director- Proposals

Title of Authorized Officer or Agent of Subcontractor

Alicia Underwood

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

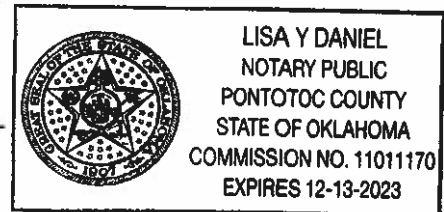
This 9th day of July, 2021

Lisa Y. Daniel
(Notary Public)

(Seal)

Commission Expires: Dec 13, 2023

(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please see listing attached prior to the signature page.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

In business for over 48 years, LegalShield (formerly Pre-Paid Legal Services, Inc.), founded in 1972, operated as a public company from 1976 until it was purchased in June 2011 by MidOcean Partners, a NY-based private equity firm. In February 2018, LegalShield announced that funds managed by private equity firm Stone Point Capital LLC have entered into an agreement to acquire a majority interest in LegalShield from funds controlled by MidOcean Partners. This deal was closed on May 1, 2018.

Our products are marketed through three main channels: Business to Business, Direct to Consumer, and Network.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

None that we are aware of

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

**PRE-PAID LEGAL SERVICES, INC.
D/B/A LEGALSHIELD**

73-1016728

OFFICERS & DIRECTORS

May 3, 2021

**Chief Executive Officer,
President & Director**

**Jeff Bell
10420 NE 47th Place
Kirkland, WA 98033**

**Chief Financial Officer
& Director**

**Scott Grissom
302 Griggs Street
Rochester, MI 48307**

**Chief Operating Officer,
Secretary & Director**

**Kathleen S. Pinson
14591 County Road 3588
Ada, OK 74820**

**Chief Legal Officer
& Director**

**Keri Norris
1628 Augusta Drive
Ada, OK 74820**

Controller

**Twila Shelton
21842 State Highway 1 East
Ada, OK 74820**

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 9th day of July, 2021

Pre-Paid Legal Services, Inc. dba LegalShield

(Legal Name of Proponent)

(Date)

Alicia Underwood 7/9/2021

(Signature of Authorized Representative)

(Date)

Director- Proposals

(Title)

Sworn to and subscribed before me,

This 9th day of July, 2021

Lisa Y. Daniel

(Notary Public)

(Seal)

Commission Expires

Dec 13, 2023

(Date)



LISA Y DANIEL
NOTARY PUBLIC
PONTOTOC COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 11011170
EXPIRES 12-13-2023

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Pre-Paid Legal Services, Inc. dba LegalShield

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type: Pre-paid legal insurance through sponsors

Professional License Number: 46502

Expiration Date of License: June 30, 2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: *C. Williams*

Date: July 6, 2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **PRE-PAID LEGAL ACCESS, INC.**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF OKLAHOMA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

PREPAID LEGAL INSURANCE THRU SPONSORS O.C.G.A. 33-35-1

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 10, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King", is located at the bottom right.

LICENSE NUMBER: 46502

STATE OF GEORGIA
COUNTY OF FULTON

Not applicable

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Pre-Paid Legal Services, Inc. dba LegalShield
(BUSINESS NAME)

Not applicable
(FULTON COUNTY BUSINESS ADDRESS)

Director- Proposals
(OFFICIAL TITLE OF AFFIANT)

Alicia Underwood
(NAME OF AFFIANT)

Alicia Underwood
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

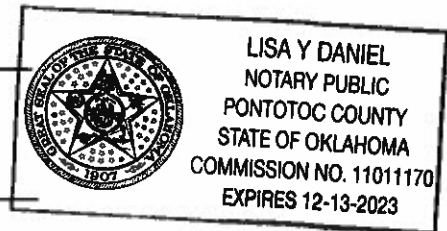
This 9th day of July, 2021

Lisa Y Daniel
(Notary Public)

(Seal)

Commission Expires: Dec 13, 2023

(Date)



STATE OF GEORGIA
COUNTY OF FULTON

Not applicable

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Pre-Paid Legal Services, Inc. dba LegalShield
(BUSINESS NAME)

Not applicable
(FULTON COUNTY BUSINESS ADDRESS)

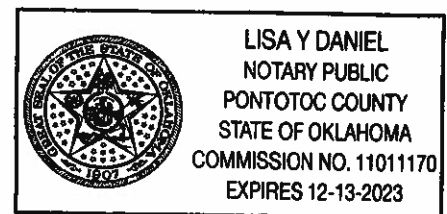
Director- Proposals
(OFFICIAL TITLE OF AFFIANT)

Alicia Underwood
(NAME OF AFFIANT)

Alicia Underwood
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 9th day of July, 2021
Lisa Y Daniel
(Notary Public) (Seal)



Commission Expires: Dec 13, 2023
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Pre-Paid Legal Services, Inc. dba LegalShield),
Name

Sr. Manager- Proposals

Pre-Paid Legal Services, Inc. dba LegalShield

Title

Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Charity Williams

TITLE: Sr. Manager- Proposals

SIGNATURE: 

ADDRESS: One Pre-Paid Way Ada, OK 74820

PHONE NUMBER: 580-436-1234

EMAIL: proposals@legalshield.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Pre-Paid Legal Services, Inc. dba LegalShield

ITB/RFP Name & Number: 21RFP071321C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)
2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: Admullians **Title:** Sr. Manager- Proposals

Business or Corporate Name: Pre-Paid Legal Services, Inc. dba LegalShield

Address: One Pre-Paid Way Ada, OK 74820

Telephone: () 580-436-1234

Fax Number: () N/A

Email Address: proposals@legalshield.com

Please note: Third parties providing legal and identity theft services are not considered subcontractors.



Equal Business Opportunity Plan

While we do not currently see opportunities within the scope of this solicitation, LegalShield is an inclusive company with a vision to provide equal access to the Liberty, Equality, Opportunity, and Justice that every human deserves and expects. LegalShield currently supports diversity and inclusion through:

- Our Provider Law Firms and attorneys across the country, include minorities and women.
- In December 2020, LegalShield named Deborah D. McWhinney, champion of financial services innovation, and Melvin C. Hall, Civil Rights attorney, to our Board of Directors, increasing the diversity of our Board of Directors.
- Our Chief Operations Officer, Chief Legal Officer, General Counsel, and President of Canada are all women. Additionally, our Executive Vice President of Network & Business Development is a minority.
- Our Ladies of Justice group promotes opportunities for women and seeks to improve their lives.

In addition, we are evaluating establishment and implementation of a supplier diversity program. LegalShield is committed to fostering, cultivating, and preserving a culture of diversity and inclusion in the workplace. LegalShield's diversity and inclusion are supported at the highest levels in the Company and initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of equity that encourages and enforces our dedication and commitment to our employees and outstanding culture of inclusiveness.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	CONTACT NAME: Morayma Gonzalez PHONE (A/C, No, Ext): 817-336-1197 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: Mgonzalez@higginbotham.net														
INSURED Pre-Paid Legal Services, Inc. dba LegalShield **complete list of named insureds below 1 Prepaid Way Ada OK 74820	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Chubb Indemnity Insurance Company	12777	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B: Chubb Indemnity Insurance Company	12777														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 855856403**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36062864	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73615376	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			78191675	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71827392	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFICATE

**Named Insureds:

American Legal Services, Inc., renamed LS, Inc.
 EAP, Inc dba CLC
 Legal Service Plan of Virginia, Inc.
 Midocean PPL Holdings Corp.
 PPL Agency, Inc.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: LEGAL12

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Pre-Paid Legal Services, Inc. dba LegalShield **complete list of named insureds below 1 Prepaid Way Ada OK 74820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PPL Legalcare of Canada Corporation
 Pre-Paid Legal Access, Inc.
 Pre-Paid Legal Casualty, Inc.
 Pre-Paid Legal Services, Inc. dba ADA Travel
 Pre-Paid Legal Services, Inc. of Florida
 Stone Point
 Trident

Workers Compensation Policy-7182-73-92 All States except ND, OH, WA, ID and those states listed in 3A (3A consists of CA, CO, CT, DE, FL, GA, IA, MD, MI, MS, NE, NJ, NY, OK, PA, RI, TX)

The General Liability Additional insured includes From 80-02-2367 (5-07) Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

The Automobile Additional Insured includes form (CA 20 48) Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy. However, no such person or organization is an insured under this provision who is more specifically described under any other provision of the "Who Is An Insured" section of this policy (regardless of any limitation applicable thereto) or who is a branch, department, agency, corporation or other governmental authority of the Federal Government of the United States of America.

The General Liability Waiver of Subrogation includes form (80-02-2000) provides a blanket waiver of subrogation endorsement when required by written contract.

The Automobile Liability Transfer of Right of Recovery against others to us under Loss Conditions.

Workers Compensation waiver of Subrogation includes Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The General Liability has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract 80-02-2367 (5-07).

The Automobile Primary & Non Contributory included form (16-02-0316) Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide primary and non-contributory insurance.

The General Liability (80-02-9779) Automobile Liability (16-02-0306) 1. If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

Excess Liability is follow form.

DATE (MM/DD/YYYY)
1/15/2021

COVERAGES	
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>	

[illegible]

ACORD 25 (2009/01) © 1988-2009 ACORD CORPORATION. All rights reserved.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION 9 – EXHIBITS

No Exhibits

SECTION 10 – APPENDICES

No Appendices



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR
REQUEST FOR PROPOSAL 21RFP071321C-MH
Voluntary Worksite Benefits
Group Legal Insurance

For

FINANCE DEPARTMENT
Metropolitan Life Insurance Company (MetLife)

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: **Metropolitan Life**

Contract No.: **21RFP071321C-MH, Voluntary Worksite Benefits**

Address: **1200 Abernathy Road NE, Building 600, Suite 1450**
City, State **Atlanta, GA. 30328**

Telephone: **(770) 407-2522**

Email: **wbeine@metlife.com**

Contact: **W. Matt Beine, CEBS**
Senior Account Executive

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Metropolitan Life Insurance Company(MetLife)**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Finance Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide **Employee Worksite Benefits for Group Legal Insurance**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms

- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC#21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to Employee Voluntary Worksite Benefits for Group Legal Insurance All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2022, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to

make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with

respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that the content of any reports developed or prepared exclusively for the County under this Agreement are for the confidential information of County and that except as required by law or regulation it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto, exclusively for the County under this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted exclusively for the County under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared exclusively for Fulton County under this Agreement, but solely to the extent such materials do not include any pre-existing, independently created, or third-party intellectual property ("County Information"). Consultant or any sub-consultant is not allowed to use or sell any County information for

educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files provided by the County used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files, provided any County information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**Director of Finance
Finance Department
141 Pryor St.**

Atlanta, Georgia 30303

Telephone: 404-612-4243

Email: Melissa.barnett@fultoncountyga.gov

Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests promptly following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a

certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: NON-Applicable

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. **SUBSIDIES**

Vendor shall agree to pay \$5,000per year that the contract is in effect for communications and \$15,000 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

ARTICLE 46. **CONTRACT DOCUMENTS**

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

ADDENDA



Date: July 1, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The Deadline for Questions has been extended to July 6, 2021 by 2:00 P.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 7th day of July, 2021.

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc.
Legal Name of Bidder/Proposer

Michael McDermott

Signature of Authorized Representative

Authorized Person _____

Title



Date: July 9, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 2

Questions and Answers

Due Date has been Extended to: July 15, 2021 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 9th day of July, 2021.

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc.

Legal Name of Bidder/Proposer



Michael McDermott
Signature of Authorized Representative

Authorized Person _____

Title



Date: July 12, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Appendix 1, 2 and 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 12th day of July, 2021.

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc.

Legal Name of Bidder/Proposer


Michael McDermott
Signature of Authorized Representative

Authorized Person

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

THERE WERE NO SPECIAL
CONDITIONS USED

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide and Group Legal Services coverage to active employees and eligible family members.

Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.

- d. Carrier will provide Employee Advocacy (Customer Support Center)
- e. Employee advocacy/call center with toll-free/local number and email address
- f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. **Rate/Guarantee Requirements**

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2025 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. **Vendor Performance Guarantees All Plan Options**

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.

E. Plan Options

Legal Plan

The legal plan provides full coverage of attorney fees for the most common personal legal matters with no additional out-of-pocket cost to employees.¹

	HIGH PLAN		LOW PLAN
Money Matters	<ul style="list-style-type: none"> • Debt Collection Defense • Identity Theft Defense • Negotiations with Creditors • Promissory Notes • Tax Collection Defense 	<ul style="list-style-type: none"> • Financial Education Workshops² • Identity Management Services³ • Personal Bankruptcy • Tax Audit Representation 	<ul style="list-style-type: none"> • Debt Collection Defense • Identity Theft Defense • Negotiations with Creditors • Promissory Notes • Tax Collection Defense
Home & Real Estate	<ul style="list-style-type: none"> • Deeds • Eviction Defense • Foreclosure • Mortgages • Security Deposit Assistance • Tenant Negotiations 	<ul style="list-style-type: none"> • Boundary & Title Disputes • Property Tax Assessments • Refinancing & Home Equity Loan • Sale or Purchase of Home • Zoning Applications 	<ul style="list-style-type: none"> • Deeds • Eviction Defense • Foreclosure • Mortgages • Security Deposit Assistance • Tenant Negotiations
Estate Planning	<ul style="list-style-type: none"> • Codicils • Complex Wills • Healthcare Proxies • Living Wills • Powers of Attorney (Healthcare, Financial, Childcare, Immigration) • Simple Wills 	<ul style="list-style-type: none"> • Revocable & Irrevocable Trusts 	<ul style="list-style-type: none"> • Codicils • Complex Wills • Healthcare Proxies • Living Wills • Powers of Attorney (Healthcare, Financial, Childcare, Immigration) • Simple Wills
Family & Personal	<ul style="list-style-type: none"> • Affidavits • Conservatorship • Demand Letters • Garnishment Defense • Guardianship • Name Change • Personal Properties Issues • Protection from Domestic Violence • Review of ANY Personal Legal Document • School Hearings 	<ul style="list-style-type: none"> • Adoption • Immigration Assistance • Juvenile Court Defense, Including Criminal Matters • Parental Responsibility Matters • Prenuptial Agreement 	<ul style="list-style-type: none"> • Affidavits • Conservatorship • Demand Letters • Garnishment Defense • Guardianship • Name Change • Personal Properties Issues • Protection from Domestic Violence • Review of ANY Personal Legal Document • School Hearings
Civil Lawsuits	<ul style="list-style-type: none"> • Administrative Hearings • Disputes Over Consumer Goods & Services • Incompetency Defense • Small Claims Assistance 	<ul style="list-style-type: none"> • Civil Litigation Defense • Pet Liabilities 	<ul style="list-style-type: none"> • Administrative Hearings • Disputes Over Consumer Goods & Services • Incompetency Defense • Small Claims Assistance
Elder-care Issues	Consultation & Document Review for Issues Related to Your Parents: <ul style="list-style-type: none"> • Deeds • Leases • Medicaid • Medicare 	<ul style="list-style-type: none"> • Notes • Nursing Home Agreements • Powers of Attorney • Prescription Plans • Wills 	<ul style="list-style-type: none"> • Same as High Plan
Vehicle & Driving	<ul style="list-style-type: none"> • Defense of Traffic Tickets⁴ • Driving Privileges Restoration 	<ul style="list-style-type: none"> • License Suspension Due to DUI • Repossession 	<ul style="list-style-type: none"> • Same as High Plan

7. Group Legal

Benefit Provisions		Example
Group Coverage	Yes	Yes
Pre-Tax?	Post Tax*	Yes
Attorney Network	Yes	Yes
Out of Network Attorney Coverage	Yes	Yes
Covered Legal Services		
Will Prep	Yes	Yes
Real Estate Matters	Yes	Yes
Debt Matters	Yes	Yes
Consumer Protection	Yes	Yes
Traffic Matters	Yes	Yes
Family Law	Yes	Yes
EMPLOYEE MONTHLY RATES		
Employee Only	Employee Only High Plan: \$12.80 (\$15.75 Composite Rate) Low Plan: \$8.25 (Composite Rate)	
Employee + Spouse	High Plan: \$18.80 (\$15.75 Composite Rate) Low Plan: \$8.25 (Composite Rate)	
Employee + Child(ren)	High Plan: \$18.80 (\$15.75 Composite Rate) Low Plan: \$8.25 (Composite Rate)	
Employee + Family	High Plan: \$18.80 (\$15.75 Composite Rate) Low Plan: \$8.25 (Composite Rate)	
Rate Guarantee Period	3 Years	3 Years

EXHIBIT D

PROJECT DELIVERABLES

All Contained in the Scope of Work

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

COMPENSATION

Rates listed are per enrollment and funded in the entirety by the employees’ payroll deductions.

Group Legal Plan	MetLife - Approved Rates High Plan
Monthly Rates	
Composite Rates:	\$15.75

Covers all Family Members

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation. The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

SUBSIDIES

Vendor shall agree to pay Fulton County \$5,000 per year that the contract is in effect for communications and \$15,000 per year for additional subsidies to offset the County's cost of offering the aforementioned benefit to employees and the administration costs required.

EXHIBIT F

PURCHASING FORMS

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.
200 Park Avenue, New York, NY 10166

Please see the attached lists of Executive Officers and their anticipated roles. None of the Executive Officers listed have ownership interests.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

General Development

Over the years, we have found strategic opportunities to grow our business throughout the world. From time to time, we have also divested businesses that no longer fit within our long-term strategy. If and when a transaction occurs, information is released to the public when appropriate. When we have a transaction of material size, we assemble a dedicated team to manage the transaction, ensuring minimal impact to our regular day-to-day activities.

Following is our acquisition and divestiture activity over the past five years:

January 2021

We acquired Versant Health, which owns several well-established brands in the Vision marketplace including Davis Vision and Superior Vision.

June 2020

We acquired Willing, an estate planning business.

January 2020

We acquired PetFirst Healthcare, LLC, a fast-growing pet insurance administrator in the United States.

September 2017

We acquired Logan Circle Partners, the traditional fixed-income asset management business of Fortress Investment Group.

August 2017

We completed the separation of Brighthouse Financial, Inc. on August 4th. On August 7th, Brighthouse Financial, Inc. commenced trading on NASDAQ.

July 2016

We sold MetLife Premier Client Group (MPCG) to MassMutual.

Recent Voluntary Benefit Enhancements

We are continuously evolving our supplemental health product lines to be more flexible in the ever-changing market, to accommodate industry specific needs, to drive employee value and to keep benefits easy to use. Improvements include adding more immediate value benefits like coverage for lesser degrees of diseases, reducing waiting periods and providing benefits for items that may occur more frequently.

We recently filed a new Critical Illness product. We are developed clear, concise definitions and benefit provisions that will help streamline the claim process. Our goal is to offer a broader array of covered conditions as well as increased plan design flexibility. In addition, we enhanced our Health Screening Benefit to include more tests and allow for more variability.

Recent Disability Enhancements

Over the past several years, we have invested in system upgrades designed to increase the performance and stability of our technology platforms and development projects to drive claim and customer service improvements.

We continuously invest in the improvement of our claim management systems to improve claim management accuracy, enhance productivity and ensure that we are compliant with all federal, state and local regulatory changes.

We also invest in the improvement of our Web portal capabilities to bring new self-service options and capabilities to our customers.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Since January 1, 2020, MetLife has been providing Life and Long Term Disability insurance to Fulton County and their employees and we regularly interact with the benefits team and employees in the administration of their benefits plan.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

Various litigation, claims and proceedings against the Company have arisen in the course of the Company's business, including, but not limited to, in connection with its activities as an insurer, employer, investor, investment advisor and taxpayer. Further, state insurance regulatory authorities and other federal and state authorities regularly make inquiries and conduct investigations concerning the Company's compliance with applicable insurance and other laws and regulations. MetLife, Inc.'s 10K contains a discussion of a number of litigation, claims and regulatory matters. We believe the matters noted therein will not interfere with us providing you quality service and support and we would be pleased to address any specific questions you may have.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:

YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.


Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 7th day of July, 2021

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc. July 7, 2021
(Legal Name of Proponent) (Date)


Michael McDermott July 7, 2021
(Signature of Authorized Representative) (Date)

Authorized Person
(Title)

Sworn to and subscribed before me,

This 7th day of July, 2021


(Notary Public)

ASHLEY L. PEYTON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50137916
(Seal)
MY COMMISSION EXPIRES SEPTEMBER 25, 2025



Commission Expires 25 Sept 2025
(Date)

Fulton County

MetLife's Executive Officers

Khalaf, Michel A.

President and Chief Executive Officer

Debel, Marlene

Executive Vice President and Chief Risk Officer

Gauster, Stephen W.

Executive Vice President and General Counsel

Goulart, Steven J.

Executive Vice President and Chief Investment Officer

McCallion, John D.

Executive Vice President and Chief Financial Officer

Oliver, Lyndon

Executive Vice President and Treasurer

Ostijn, Dirk

Senior Vice President, EMEA

Pappas, Bill

Executive Vice President and Head of Global Technology and Operations

Pina, Jeanette

Senior Vice President and head of U.S. and Latin America Compliance

Podlogar, Susan

Executive Vice President and Chief Human Resources Officer

Ponnavolu, Kishore

President, Asia

Fulton County

Ring, Timothy J.
Legal Affairs, Corporate Secretary

Tadros, Ramy
President, U.S.

Fulton County

MetLife Consumer Services, Inc.'s Executive Officers

Ryan-Reid, Meredith

President and Chairman of the Board

Buford, Kelli

Secretary

Connery, Charles

Vice President and Treasurer

Guardado, Lorene (Lori)

Assistant Vice President

Hirschberg, Alan

Vice President

Klotzbach, Michelle

Assistant Vice President

McClain, Aaron

Vice President and Tax Officer

Phelps, Heather

Senior Vice President

Plohr-Memming, Missy

Vice President

Richardson, Dawn

Assistant Secretary

Fulton County

MetLife Legal Plans, Inc.'s Executive Officers

Tolentino, Ingrid

Chief Executive Officer

Borer, Kris

Chief Technology Officer

Elder, Roger

General Counsel

Godlewski, Claire

Chief Administration Officer

Medina, Eliam

Vice President of MetLife Legal Plans Customer Experience

Stoddard, Loi

Vice President of MetLife Legal Plans Group Product and Strategy

Surtel, Felicia

Vice President and Chief Financial Officer

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Performing work as: Prime Contractor x Subcontractor/Sub-Consultant

Professional License Type: Corporation

Professional License Number: Metropolitan Life Insurance Company: H857144
MetLife Consumer Services, Inc.: 09082194
MetLife Legal Plans, Inc.: 20032979

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Michael McDermott, Authorized Person

Date: July 7, 2021

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/30/2021 20:50:07

BUSINESS INFORMATION

BUSINESS NAME : METROPOLITAN LIFE INSURANCE COMPANY
CONTROL NUMBER : H857144
BUSINESS TYPE : Foreign Insurance Company
JURISDICTION : New York
ANNUAL REGISTRATION PERIOD : 2021, 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 JEANNETTE PINA Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 JOHN MCCALLION CFO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 MICHEL KHALAF CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 TIMOTHY RING Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 JOHN MCCALLION CFO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 MICHEL KHALAF CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/29/2020 17:39:17

BUSINESS INFORMATION

BUSINESS NAME : METLIFE CONSUMER SERVICES, INC.
CONTROL NUMBER : 09082194
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2020, 2021, 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
CHUCK CONNERY CFO ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MARLENE DEBEL CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
ROBERT RAPHAEL Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
CHUCK CONNERY CFO ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MEREDITH RYAN-REID CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
KELLI BUFORD Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/05/2021 13:53:56

BUSINESS INFORMATION

BUSINESS NAME : MetLife Legal Plans, Inc.
CONTROL NUMBER : 20032979
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 Felicia Surtel CFO 1111 Superior Avenue, Cleveland, OH, 44114, USA
 Ingrid Tolentino CEO 1111 Superior Avenue, Cleveland,, OH, 44114, USA
 Stephanie Doncov Secretary 200 Park Avenue, New York, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 Felicia Surtel CFO 1111 Superior Avenue, Cleveland, OH, 44114, USA
 Ingrid Tolentino CEO 1111 Superior Avenue, Cleveland,, OH, 44114, USA
 Stephanie Doncov Secretary 200 Park Avenue, New York, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Roger Elder
AUTHORIZER TITLE : Authorized Person

^{NJ}
STATE OF GEORGIA

COUNTY OF FULTON *CAPE MAY*

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

(BUSINESS NAME)

1200 Abernathy Road NE, Building 600, Suite 1450, Atlanta, GA 30328

(FULTON COUNTY BUSINESS ADDRESS)

Authorized Person

(OFFICIAL TITLE OF AFFIANT)

Michael McDermott

(NAME OF AFFIANT)

[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 7th day of July, 2021

[Signature]
(Notary Public)

ASHLEY L PEYTON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50137916
(Seal)

MY COMMISSION EXPIRES SEPTEMBER 25, 2025

Commission Expires: 25 Sept 2025
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Michael McDermott),
Name

Authorized Person

Title

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc.

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) Upon reasonable suspicion of noncompliance, that ~~That~~ the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Michael McDermott

TITLE: Authorized Person

SIGNATURE: 

ADDRESS: 200 Park Avenue, New York, NY 10166

PHONE NUMBER: 770-407-2522*

EMAIL: wbeine@metlife.com*

*William Beine, Senior Account Executive

Fulton County

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. Good Faith Effort Fulton County RFP# 21-RFP071321C-MH Voluntary Worksite Benefits

Equal Business Opportunity Plan

Diverse business participation within MetLife's supply chain is a major focus of our supplier diversity business strategy. We continually seek opportunities to engage with certified suppliers qualified as MBE, FBE/WBE, LGBT, DVBE, DOBE and Small Business classifications recognized by the federal government.

MetLife's commitment to working with diverse business enterprises is fueled by the realization that we can benefit from the innovation and creativity of diverse business partners in many of the same ways that we benefit from the diversity of our own workforce. The program strives to introduce partnerships and sustain relationships with diverse business partners promoting their long-term economic growth. Through the program, MetLife implements aggressive sourcing initiatives that provide diverse businesses with equal opportunity to become trusted suppliers of MetLife.

Potential opportunities for the participation of diverse suppliers in support of Fulton County may focus on print and distribution of collateral materials. Other areas that may result in a practicable opportunity going forward are services such as: Benefit Fair/Enrollment Services; Marketing Consultation; and Employee Communication.

MetLife's Supplier Inclusion and Development Program drives the growth of diverse businesses. We are invested in our commitment to foster a direct connection with diverse suppliers supported by our membership in organizations including WBENC, NMSDC, NGLCC, NVBDC and Disability: IN. To drive that commitment, MetLife is involved in the following:

- Exhibiting at national and regional business opportunity fairs to cultivate relationships with diverse businesses and understand how their value proposition benefits MetLife
- Benchmarking Supplier Diversity best practices and leverage referral opportunities with world class organizations as members of financial services industry groups
- Designing and delivering workshops and seminars for diverse business owners to benefit from our position and industry knowledge as the leader in financial services and insurance
- Developing and deploying training and communications materials to the procurement and line of business teams on the importance of the utilization of diverse suppliers
- Partnering with MetLife National Accounts in private and public sector markets to strengthen our supplier diversity leadership position

Determination of Good Faith Efforts

In compliance with Fulton County Code Section §102-426, MetLife has provided written documentation of email outreach to Interprint Communications (WBE certified by the State of GA – UCP Directory listing) as a potential provider of print and distribution of collateral materials for this solicitation if a practicable opportunity arises. The email communication requested the supplier's willingness to partner

Fulton County

with MetLife if awarded the business with Fulton County. Interprint Communications and MetLife are open to exploring opportunities to work together when feasible. Please note the attachment below of the email communication - *"MetLife outreach to Interprint Communications_WBE"*.

Outreach from MetLife regarding Interprint Communications: Fulton County RFP



Darago, Sue
To: 'Monica Maldonado'
Cc: 'afails@ok2print.com'

This message was sent with High importance.

Reply Reply All Forward

Thu 7/1/2021 10:50 AM

Hello Monica,

I hope you have been well and will find time to relax over the July 4th weekend.

MetLife is responding to an RFP for Fulton County for worksite voluntary benefits for County employees. We are confident that MetLife can provide the best option for the County's employees and, if awarded the business, we would like to partner with Interprint Communications to meet requirements for print and distributions of collateral materials when there is a viable opportunity.

We are leveraging Interprint's certification with the State of Georgia (UCP Directory). I'm comfortable that you are listed in the directory to confirm current certification, but do you have an attachment of certification that you can share so I have one on file? State of GA and/or any other certifications you think important for us to have on file. (I can access your WBENC file from their website.)

We are appreciative of your past willingness to partner with MetLife and I'm hopeful that your recent discussions with Global Procurement will have a positive outcome.

If you are interested in working with MetLife if we're awarded business with Fulton County, please respond positively to this email.

Best regards,

Sue Darago

Sue Darago | Sr. Supplier Diversity Consultant | MetLife Global Procurement
501 Route 22, Bridgewater, NJ 08807 M: 908-635-4323 | sdarago@metlife.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

ITB/RFP Name & Number: Voluntary Worksite Benefits, 21RFP071321C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification. (Check the appropriate box/es)**

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not applicable.

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

Please note: MetLife will deliver the insurance product(s) by engaging experienced MetLife associates focused on customer service excellence. MetLife will review subcontracting opportunities to engage with minority and women-owned businesses over the length of the contract with Fulton County.

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

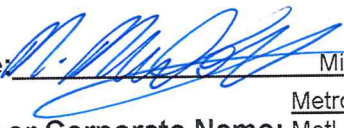
SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  Michael McDermott **Title:** Authorized Person

Business or Corporate Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Address: 200 Park Avenue, New York, NY 10166

Telephone: (770) 407-2522*

Fax Number: () Not available.

Email Address: wbeine@metlife.com*

*William Beine, Senior Account Executive

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

*Voluntary Worksite Benefits 2021***INSURANCE AND RISK MANAGEMENT PROVISIONS*****Voluntary Worksite Benefits***

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

*Voluntary Worksite Benefits 2021***3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY (E&O) Per Occurrence/Claim \$2,000,000/\$2,000,000

**Extended reporting period minimum 3 years. Policy shall be kept in force and uninterrupted for a period of thirty-six (36) months after completion of services. If coverage is discontinued for any reason during this 3 year term, contractor/vendor must procure and evidence full Extended Reporting Period (ERP) coverage.*

6. CYBER LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000

**First party coverage - Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification*

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall ~~expire, be cancelled or altered~~. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suit exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Voluntary Worksite Benefits 2021

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners,

Voluntary Worksite Benefits 2021

officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Metropolitan Life Insurance Company,
MetLife Consumer Services, Inc. and
MetLife Legal Plans, Inc.

SIGNATURE



NAME: Michael McDermott

TITLE: Authorized Person

DATE: July 7, 2021

SECTION 9 – EXHIBITS

SECTION 10 – APPENDICES

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Metropolitan Life Insurance Company,
(MetLife)

Roger Elder

Roger Elder

General Counsel

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

Stephanie Doncov
Secretary/ Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

9C2373DFD63B4FA...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

756CC64560784CE...

Finance Director

ATTEST:

Dawn Richardson
Notary Public

County: New York

Commission Expires: 11/14/2024

(Affix Notary Seal)

DAWN B. RICHARDSON
Notary Public, State of New York
NO. 01RI6350660
Qualified in Bronx County
Certificate Filed in New York County
My Commission Expires Nov 14, 2024

ITEM#: XXX

RCS: xxx

RECESS MEETING

ITEM#: 2021-0658C

RM: 9/1/2021

REGULAR MEETING

Insurance Certificate to be attached

3

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written. 21RFP0608C-MH

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:

Hakeem Oshikoya

Hakeem Oshikoya
Finance Director
Finance Department

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

MetLife Auto & Home
Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan
Certificate of Coverage**

We’re Glad You’re Part Of The Metropolitan Family!

You can count on Metropolitan to help provide You with the insurance protection You need.

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

Administrative services are provided under the policy by MetLife Legal Plans, Inc. (“MetLife”), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to MetLife is as the Administrator of the Plan.

To obtain Covered Legal Services, contact MetLife through its internet web site, by phone or by mail. In this certificate You'll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

This certificate certifies that You, and if Dependent coverage is in effect, Your Dependents, are insured for the legal services benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Legal Services Policy and it includes the terms and provisions of the Group Legal Services Policy that describe Your insurance. Please read this certificate carefully.

Here is an Outline of What’s Inside:

Definitions To Help You Understand the Plan	1	Services With Limited Coverage	3
How The Group Legal Services Plan Works	2	Services That Are Not Covered	3
Requirements For Coverage	2	How Insurance Coverage Ends	4
Services That Are Covered	3	Other Important Information	4

Definitions to Help You Understand the Plan

It is important for You to know that whenever the following terms are used in this certificate with the first letter capitalized, they will have the meaning described below. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this certificate.

Policyholder means the Policyholder listed in the Declarations Pages.

Covered Legal Services means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

Covered Person means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined in the Declarations Pages.

Legal Services Plan or Plan means the group policy to provide insurance for Covered Legal Services.

Metropolitan means Metropolitan Property and Casualty Insurance Company.

Participating Employee means an employee who participates in the Plan.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

We, Us and **Our** means the Administrator.

You and **Your** means the Participating Employee.

How The Group Legal Services Plan Works

To use the Group Legal Services Plan, a Covered Person can call Our Client Service Center, visit Our web site, or go to a Plan Attorney they have already used. The Covered Person should be prepared to identify themselves as a participant in the Group Legal Services Plan.

If a Covered Person calls Our Client Service Center, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the Plan Attorney(s) most convenient to the Covered Person; and
- answer questions about the Plan.

The Covered Person can decide to use a Plan Attorney or a non-Plan Attorney.

If a Plan Attorney is Used

A Plan Attorney will advise on:

- applicable law;
- actions that might be taken to solve the problem; and
- the Covered Person's rights.

During the initial consultation the Plan Attorney will also state whether the matter qualifies for additional Covered Legal Services under the Plan. If the matter qualifies for additional Covered Legal Services and a Plan Attorney provides these services, Metropolitan will be responsible for paying the Plan Attorney for the Covered Legal Services provided, and for the consultation.

If a non-Plan Attorney is Used

If the Covered Person decides to use a non-Plan Attorney, he or she must notify MetLife. MetLife will send the Covered Person a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to MetLife with the attorney's final bill. Within 60 days of MetLife's receipt of the completed claim form and final bill, We will pay the Covered Person up to the amount stated in the Non-Plan Attorney Fee Schedule. The Covered Person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife.

If a claim is denied in whole or in part, the Covered Person may ask MetLife for a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

Requirements For Coverage

All Eligible Employees may participate in the Plan.

Because this is a Contributory Plan, You pay all or a portion of the cost of Your coverage. To participate in a Contributory Plan, an Eligible Employee must enroll in the plan and authorize the payment of Participation Fees through payroll deduction. The initial Participation Fee is stated in the Declarations Pages and will be deducted automatically from Your pay. This Fee may change on the Renewal Date.

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder; or
- during any subsequent annual enrollment period.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning of the next Plan Year. Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

If you are not an Eligible Employee during an enrollment period, but become one later in the Plan Year, you may at that time enroll for the remainder of the Plan Year.

If coverage for Your Dependents is in effect under this Plan, any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You or Your spouse give birth to a child while Dependent coverage is in effect, the child will be covered as of the date of birth.

Services That Are Covered

The Declarations Pages list the Covered Legal Services insured under the Plan. These Covered Legal Services are described in the Covered Legal Services Schedule provided with this certificate.

Services With Limited Coverage

If Dependent coverage is provided under the Plan and a Participating Employee for whom such coverage is in effect has a right to receive a Covered Legal Service involving a Dependent as an adversary, the Plan will provide services for the Participating Employee only.

The Advice and Consultation service is the **only** service available for a matter that is not otherwise included as a Covered Legal Service, and that is not listed in the section entitled "Services That Are Not Covered".

Services That Are Not Covered

Covered Legal Services will not be provided for:

- Appeals or class actions;
- Transactions involving:
 - farms or businesses;
 - rental property when a Covered Person or the Policyholder is the landlord;
 - patent, trademark or copyright law; or
 - property held for investment or rental.
- Any matter involving a dispute or a proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Policyholder has established; or
 - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter;
- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.

- Amounts due to third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- **Plan termination:** the date the group policy ends;
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Participating Employee, have not re-enrolled as described in the Declarations Pages;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution;
- **Change in employment status:** the last day of the month in which You cease to be an Eligible Employee.

If Dependent insurance coverage is in effect under the Plan, insurance coverage for a Dependent **ends** upon the first of the following to occur:

- **Termination of the Participating Employee's coverage:** the date coverage for the Participating Employee ends;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for such coverage if You did not make the required contribution;
- **Change in Dependent status:** the date the Dependent ceases to be a Dependent of the Participating Employee.

If insurance coverage ends, services that would begin on or after the date coverage ended will not be covered. However, services will continue to be covered for any matter where:

- Services for such matter were provided prior to insurance coverage ending; and
- such matter was open and pending when insurance coverage ended.

Other Important Information

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call the Client Service Center. MetLife and Metropolitan will work hard to fix the problem to Your satisfaction.

Nothing contained in this certificate is intended to interfere with Your freedom of choice in the selection of an attorney or with the attorney-client relationship.

Services under this certificate are administered by MetLife Legal Plans, Inc. a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company.

MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

Group Legal Services Insurance: Declarations Pages

Page 1 of 3

Date of Declarations: **January 1, 2022**

Name and Address of POLICYHOLDER:

Fulton County Government
141 Pryor St. SW Suite 7001
Atlanta, GA 30303-3444

Plan of Coverage: MetLaw

Group Legal Services Policy Number: 990-5074

Situs: This contract is governed by the laws of the state of Georgia.

CONTACTING METLIFE LEGAL PLANS

You may contact the Plan Administrator, MetLife Legal Plans, Inc. by internet website, phone, or mail.

Internet website: www.legalplans.com

Phone: **1-800-821-6400**

Mail: **1111 Superior Avenue
Cleveland, OH 44114-2507**

IMPORTANT DATES

Group Policy Effective Date: January 1, 2022

Initial Plan Year: Begins on the Group Legal Services Policy Effective Date and continues through December 31, 2022.

Plan Year: means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

Initial Contract Term: The initial term of the Group Legal Services Policy begins on the Effective Date and continues through December 31, 2024. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

Renewal Date: Beginning on January 1, 2025 and on each January 1st which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance written notice of no less than three calendar months prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

ADDITIONAL DEFINITIONS

Eligible Employee means each employee who is regularly scheduled to work 20 hours per week or more at his or her regular place of employment.

Dependent means the Participating Employee's lawful spouse or Qualified Domestic Partner or Civil Union Partner and/or Child.

Child means a person under the Limiting Age who is the Participating Employee's:

- natural child;
- adopted child; or
- stepchild.

The term also includes such person under the Limiting Age who is:

- unmarried;
- not employed on a full-time basis; and

Child (continued)

- dependent on the Participating Employee for over half of his or her financial support.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

Limiting Age means:

- 26 years of age

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit plan provided by the Policyholder; or (b) as required by applicable law.

ADDITIONAL TERMS OF COVERAGE

Coverage for Dependents: is provided under this Plan.

Re-enrollment: will be automatic unless the Participating Employee elects not to participate during the annual enrollment period.

Participation Fees: This is a Contributory plan. The Participation Fee is:

- \$15.75 per month per Participating Employee without Dependent Coverage;
- \$15.75 per month per Participating Employee with Dependent Coverage

all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1st day of each month beginning with the Participation Fee due January 1, 2022.

Dispute Resolution

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

If any dispute or controversy arises among:

- Metropolitan
- the Policyholder, and/or
- the Administrator

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty (30) days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty (30)-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty (30)-day period.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between Plan Attorneys and their Covered Person clients.

Enrollment Materials

Subject to Our review and written approval, the Policyholder will be responsible for printing and distributing enrollment materials to all employees.

If Coverage Ends Because of a Change in Employment Status

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 12 months after such change if, within 30 days of the change, such Participating Employee contacts Us and makes a single payment equal to 12 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

COVERED LEGAL SERVICES**ADVICE AND CONSULTATION**

- Office Consultation
- Telephone Advice

CONSUMER PROTECTION

- Consumer Protection Matters
- Small Claims Assistance
- Personal Property Protection

JUVENILE MATTERS

- Juvenile Court Defense

DEBT MATTERS

- Debt Collection Defense
- Identity Theft
- Personal Bankruptcy
- Tax Audits

DEFENSE OF CIVIL LAWSUITS

- Administrative Hearing
- Civil Litigation Defense
- Incompetency Defense

DOCUMENT PREPARATION

- Affidavits
- Deeds
- Demand Letters
- Mortgages
- Notes

DOCUMENT REVIEW**ELDER LAW MATTERS****FAMILY LAW**

- Name Change

- Prenuptial Agreement
- Protection from Domestic Violence
- Adoption (Contested and Uncontested)
- Guardianship or Conservatorship (Contested and Uncontested)

IMMIGRATION ASSISTANCE**PERSONAL INJURY**

- Personal Injury (Discount)

REAL ESTATE MATTERS

- Boundary or Title Disputes
- Eviction Defense
- Home Equity Loans (Primary and Secondary)
- Property Tax Assessment
- Refinancing of Home (Primary and Secondary)
- Sale or Purchase of Home (Primary and Secondary)
- Tenant Negotiations (Tenant Only)
- Zoning Applications
- Security Deposit Assistance (Tenant Only)

TRAFFIC MATTERS

- Restoration of Driving Privileges
- Traffic Ticket Defense (No DUI)

WILLS AND ESTATE PLANNING

- Trusts
- Living Wills
- Powers of Attorney
- Probate (Discount 10%)
- Wills and Codicil

MISCELLANEOUS

- Attorney Services for Non-Covered matters- 4 hours

FORMS AND ENDORSEMENTS:

MP&C GLS 09-DEC, MP&C GLS 02 C, MP&C GLS 2009 Sch, MP&C GLS 02 Cert. C

Covered Legal Services Schedule

MetLaw®

ADVICE AND CONSULTATION

Office Consultation

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

Telephone Advice

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

CONSUMER PROTECTION

Consumer Protection Matters

This service provides the Covered Person with representation, as a plaintiff, in consumer protection matters and includes representation at trial. It covers disputes over consumer goods and services where:

- the amount being contested exceeds the small claims court limit; and
- the controversy is evidenced by a written document such a sales slip, contract, note or warranty.

This service does not include disputes over real estate, construction or insurance, or collection activities after a judgment.

Small Claims Assistance

This service provides the Covered Person with:

- counseling on prosecuting a small claims action;
- help in preparing documents;
- advise on evidence, documentation and witnesses; and
- help in preparing for trial.

This service does not cover the Plan Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

Personal Property Protection

This service provides the Covered Person with:

- Counseling on any personal property issue
- Examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements
- Counseling on pursuing or defending a small claims action
- Reviewing personal legal documents
- Preparing promissory notes, affidavits and demand letters

JUVENILE MATTERS

Juvenile Court Defense

This service provides representation of a Participating Employee and Participating Employee's Dependent Child in any juvenile court matter, provided there is no conflict of interest with the Participating Employee and child. In that event, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only including services for parental responsibility.

DEBT MATTERS

Debt Collection Defense

This service provides a Covered Person with an attorney to:

- negotiate with creditors for a repayment schedule;
- help limit creditor harassment;
- defend any action for personal debt collection, foreclosure, repossession or garnishment; and
- defend tax agency debt collection.

This help includes representation at trial if necessary.

It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;
- any matters involving child custody, alimony or support; or
- any matter where the creditor is an affiliate of Yours.

Identity Theft Defense

This service provides Covered Persons with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Covered Persons with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

Personal Bankruptcy

This service covers the Participating Employee in pre-bankruptcy planning. It includes the preparation and filing of a personal bankruptcy or Wage Earner petition and representation at all court hearings and trials. This service does not include bankruptcy or Wage Earner petitions for any business in which the Participating Employee may have an interest. It is not available if the Participating Employee is a creditor, even if he or she chooses to reaffirm the specific debt. If Dependent coverage for a Spouse or Qualified Domestic Partner or Civil Union Partner is in effect, this service extends to such person.

Tax Audits

This service provides the Covered Person with an attorney to:

- review tax returns;
- review questions from the IRS or other state or local taxing authority concerning the Covered Person's tax return;
- negotiate with the agency;
- advise the Covered Person on necessary documentation; and
- attend an IRS or a state or local taxing authority audit, if necessary.

This service does not include prosecuting a claim for the return of overpaid taxes, costs of hiring an accountant or the preparation of any tax returns.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This service provides the Covered Person with defense in civil proceedings. It includes proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where legal representation is available or being provided by virtue of a homeowner or vehicle insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

Civil Litigation Defense

This service provides the Covered Person with defense in civil proceedings. It includes proceedings in a trial court of general jurisdiction or before an administrative agency or a local, state or federal agency. It does not apply where legal representation is available or being provided by virtue of another insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

This service does not include bringing counterclaims, cross claims or third-party claims.

Incompetency Defense

This service provides the Covered Person with defense in any incompetency action. It includes representation at court hearings when there is a proceeding to find the Covered Person incompetent.

DOCUMENT PREPARATION

Affidavits

This service provides preparation of an affidavit where the Covered Person is the person making the statement.

Deeds

This service provides for the preparation of any deed for which the Covered Person is either the grantor or grantee.

Demand Letters

This service provides for:

- the preparation of letters which demand money, property or some other property interest of the Covered Person;
- mailing them to the addressee; and
- forwarding and explaining any response to the Covered Person.

Negotiations and representation in litigation are not included.

Mortgages

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor.

Notes

This service provides for the preparation of any promissory note for which the Covered Person is the payor or payee.

DOCUMENT REVIEW

This service provides for the review of any personal legal document of the Covered Person, such as letters, leases or purchase agreements.

ELDER LAW MATTERS

This service provides the Covered Person with:

- Counseling on any personal issues relating to the Covered Person's parents as they effect the Covered Person
- Reviewing documents of the parents as they effect the Covered Person

- Examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills
- Preparing deeds involving the parents when the Covered Person is the grantor or the grantee
- Preparing promissory notes involving the parents when the Covered Person is either the payor or payee

FAMILY LAW

Name Change

This service provides for all necessary pleadings and court hearings for a legal name change for the Covered Person.

Prenuptial Agreement

This service provides for the negotiation, preparation, review and execution of an agreement by a Participating Employee and his or her fiancé (e)/partner prior to marriage or legal union (where allowed by law), outlining how property is to be divided in the event of:

- separation;
- divorce; or
- death of either.

Representation is provided only to the Participating Employee. The fiancé (e)/partner must have separate counsel or waive representation. It does not include subsequent litigation arising out of a prenuptial agreement.

Protection from Domestic Violence

This service provides the Participating Employee as the victim of domestic violence with representation to obtain a protective order, including:

- preparing the paperwork;
- attending all court appearances.

This service does not include:

- coverage for the Participating Employee's Dependents;
- representation in suits for damages; or
- representation for the Participating Employee as the offender.

Adoption (Contested and Uncontested)

This service provides for all legal services and court work in a state or federal court for an adoption for the Participating Employee and spouse. Legitimization of a child for the Participating Employee and spouse, including reformation of a birth certificate, is also covered.

Guardianship or Conservatorship (Contested and Uncontested)

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participating Employee. It includes:

- obtaining a temporary guardianship or conservatorship if necessary;
- gathering any necessary medical evidence;
- preparing the paperwork;
- attending the hearing; and
- preparing the initial accounting.

This service does not include:

- representation of the person over whom guardianship or conservatorship is sought;

- any proceedings involving annual accountings after the initial accounting; or
- terminating the guardianship or conservatorship once it has been established.

If Dependent coverage for a Spouse or Qualified Domestic Partner or Civil Union Partner is in effect, this service extends to such person.

IMMIGRATION ASSISTANCE

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

PERSONAL INJURY

Personal Injury (Discount)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters where the Covered Person is the plaintiff at a maximum fee of 25% of the gross award. It is the Covered Person's responsibility to pay the attorney's fee and all costs.

REAL ESTATE MATTERS

Boundary or Title Disputes

This service provides representation for the Covered Person in disputes concerning boundary or real property title disputes involving his or her primary residence. It does not apply where legal representation is available or being provided by virtue of homeowner or title insurance policies.

Eviction Defense

This service provides representation for the Covered Person as a residential tenant, in case of eviction, up to and including a trial defense.

Home Equity Loans (Primary and Secondary Residence)

This service covers the review or preparation of a home equity loan on the Participating Employee's primary or secondary residence.

Property Tax Assessment

This service provides the Covered Person with coverage for review and advice on a property tax assessment on his or her primary residence. The service includes:

- filing the paperwork,
- gathering the evidence,
- negotiating a settlement, and attending the hearing necessary to seek a reduction of the assessment.

Refinancing of Home/Home Equity Loan (Primary and Secondary Residence)

This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary or secondary residence. It includes the review or preparation of all relevant documents (the mortgage, deed and documents pertaining to title, insurance, recordation and taxation).

It does not include:

- services provided by an attorney representing a lending institution or title company;
- the refinancing of or getting a home equity loan on:
 1. rental property; or
 2. property held for business or investment;
- the sale or purchase of a home.

Sale or Purchase of Home (Primary and Secondary Residence)

This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary or secondary residence or of vacant property to be used for building a primary or secondary residence. It includes the review or preparation of all relevant documents (the construction documents for a new home, purchase agreement, mortgage, deed and documents pertaining to title, insurance, recordation and taxation). The service also includes attendance of a Plan Attorney at closing, in cities where it is the custom to do so. It does not include:

- services provided by an attorney representing a lending institution or title company;
- the sale or purchase of:
 1. rental property; or
 2. property held for business or investment;
- refinancing a home; and
- home equity loans.

Tenant Negotiations

This service provides the Covered Person with representation as a tenant for matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in a lawsuit.

Zoning Applications

This service provides the Covered Person with counsel to help get a zoning change or variance for his or her primary residence. This service includes:

- reviewing the law;
- reviewing the surveys;
- advising the Covered Person;
- preparing applications for the zoning hearings;
- preparing for the hearing; and
- attending the hearing, if necessary, to change the zoning.

Security Deposit Assistance (Primary Residence - Tenant Only)

This service covers counseling the Participant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit.

It also covers:

- assisting the Participant in prosecuting a small claims action;
- helping prepare documents;
- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial.

This service does not include:

- the Plan Attorney's attendance or representation at the small claims trial;
- collection activities after a judgment; or
- any services relating to post-judgment actions.

TRAFFIC MATTERS

Restoration of Driving Privileges

This service provides the Covered Person with representation in proceedings to restore his or her driving license.

Traffic Ticket Defense (No Driving under Influence)

This service provides the Covered Person with representation in defense of any traffic ticket including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under influence or related charge or vehicular homicide. This service includes representation for:

- court hearings;
- negotiation with the prosecutor; and
- trial.

WILLS AND ESTATE PLANNING

Trusts

This service includes the preparation of revocable or irrevocable living trusts for the Covered Person. It does not include tax planning.

Living Wills

This service covers the preparation of a living will for the Covered Person.

Powers of Attorney

This service includes the preparation of any power of attorney when the Covered Person is granting the power.

Probate (10% Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the prevailing fee. The Covered Person must pay the reduced fee and all costs.

Wills and Codicils

This service covers the preparation of simple or complex wills or codicils for the Covered Person. The creation of a testamentary trust is covered. The service does not include tax planning.

MISCELLANEOUS

Attorney Services for Non-Covered matters- 4 hours

For non-covered matters that are not otherwise excluded, this benefit provides four hours of attorney time and services per year. The Participant is responsible to pay fees beyond the 4 hours. No more than a combined maximum total of four hours of attorney time and service are provided for the member.

MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

Group Legal Services Insurance: Declarations Pages

Page 1 of 3

Date of Declarations: **January 1, 2022**

Name and Address of POLICYHOLDER:

Fulton County Government
141 Pryor St. SW Suite 7001
Atlanta, GA 30303-3444

Plan of Coverage: MetLaw

Group Legal Services Policy Number: 990-5115

Situs: This contract is governed by the laws of the state of Georgia.

CONTACTING METLIFE LEGAL PLANS

You may contact the Plan Administrator, MetLife Legal Plans, Inc. by internet website, phone, or mail.

Internet website: www.legalplans.com

Phone: **1-800-821-6400**

Mail: **1111 Superior Avenue
Cleveland, OH 44114-2507**

IMPORTANT DATES

Group Policy Effective Date: January 1, 2022

Initial Plan Year: Begins on the Group Legal Services Policy Effective Date and continues through December 31, 2022.

Plan Year: means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

Initial Contract Term: The initial term of the Group Legal Services Policy begins on the Effective Date and continues through December 31, 2024. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

Renewal Date: Beginning on January 1, 2025 and on each January 1st which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance written notice of no less than three calendar months prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

ADDITIONAL DEFINITIONS

Eligible Employee means each employee who is regularly scheduled to work 20 hours per week or more at his or her regular place of employment.

Dependent means the Participating Employee's lawful spouse or Qualified Domestic Partner or Civil Union Partner and/or Child.

Child means a person under the Limiting Age who is the Participating Employee's:

- natural child;
- adopted child; or
- stepchild.

The term also includes such person under the Limiting Age who is:

- unmarried;
- not employed on a full-time basis; and

Child (continued)

- dependent on the Participating Employee for over half of his or her financial support.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

Limiting Age means:

- 26 years of age

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit plan provided by the Policyholder; or (b) as required by applicable law.

ADDITIONAL TERMS OF COVERAGE

Coverage for Dependents: is provided under this Plan.

Re-enrollment: will be automatic unless the Participating Employee elects not to participate during the annual enrollment period.

Participation Fees: This is a Contributory plan. The Participation Fee is:

- \$8.25 per month per Participating Employee without Dependent Coverage;
- \$8.25 per month per Participating Employee with Dependent Coverage

all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1st day of each month beginning with the Participation Fee due January 1, 2022.

Dispute Resolution

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

If any dispute or controversy arises among:

- Metropolitan
- the Policyholder, and/or
- the Administrator

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty (30) days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty (30)-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty (30)-day period.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between Plan Attorneys and their Covered Person clients.

Enrollment Materials

Subject to Our review and written approval, the Policyholder will be responsible for printing and distributing enrollment materials to all employees.

If Coverage Ends Because of a Change in Employment Status

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 12 months after such change if, within 30 days of the change, such Participating Employee contacts Us and makes a single payment equal to 12 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

COVERED LEGAL SERVICES**ADVICE AND CONSULTATION**

- Office Consultation
- Telephone Advice

CONSUMER PROTECTION

- Consumer Protection Matters
- Small Claims Assistance
- Personal Property Protection

DEBT MATTERS

- Debt Collection Defense
- Identity Theft

DEFENSE OF CIVIL LAWSUITS

- Administrative Hearing
- Incompetency Defense

DOCUMENT PREPARATION

- Affidavits
- Deeds
- Demand Letters
- Mortgages
- Notes

DOCUMENT REVIEW**ELDER LAW MATTERS****FAMILY LAW**

- Name Change
- Protection from Domestic Violence
- Guardianship or Conservatorship (Contested and Uncontested)

PERSONAL INJURY

- Personal Injury (Discount)

REAL ESTATE MATTERS

- Eviction Defense
- Security Deposit Assistance (Tenant Only)

TRAFFIC MATTERS

- Restoration of Driving Privileges
- Traffic Ticket Defense (No DUI)

WILLS AND ESTATE PLANNING

- Living Wills
- Powers of Attorney
- Probate (Discount 10%)
- Wills and Codicil

FORMS AND ENDORSEMENTS:

MP&C GLS 09-DEC, MP&C GLS 02 C, MP&C GLS 2009 Sch, MP&C GLS 02 Cert. C

MP&C GLS 09-DEC

Covered Legal Services Schedule

MetLaw®

ADVICE AND CONSULTATION

Office Consultation

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

Telephone Advice

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

CONSUMER PROTECTION

Consumer Protection Matters

This service provides the Covered Person with representation, as a plaintiff, in consumer protection matters and includes representation at trial. It covers disputes over consumer goods and services where:

- the amount being contested exceeds the small claims court limit; and
- the controversy is evidenced by a written document such a sales slip, contract, note or warranty.

This service does not include disputes over real estate, construction or insurance, or collection activities after a judgment.

Small Claims Assistance

This service provides the Covered Person with:

- counseling on prosecuting a small claims action;
- help in preparing documents;
- advise on evidence, documentation and witnesses; and
- help in preparing for trial.

This service does not cover the Plan Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

Personal Property Protection

This service provides the Covered Person with:

- Counseling on any personal property issue
- Examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements
- Counseling on pursuing or defending a small claims action
- Reviewing personal legal documents
- Preparing promissory notes, affidavits and demand letters

DEBT MATTERS

Debt Collection Defense

This service provides a Covered Person with an attorney to:

- negotiate with creditors for a repayment schedule;
- help limit creditor harassment;
- defend any action for personal debt collection, foreclosure, repossession or garnishment; and
- defend tax agency debt collection.

This help includes representation at trial if necessary.

It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;
- any matters involving child custody, alimony or support; or
- any matter where the creditor is an affiliate of Yours.

Identity Theft Defense

This service provides Covered Persons with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Covered Persons with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This service provides the Covered Person with defense in civil proceedings. It includes proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where legal representation is available or being provided by virtue of a homeowner or vehicle insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

Incompetency Defense

This service provides the Covered Person with defense in any incompetency action. It includes representation at court hearings when there is a proceeding to find the Covered Person incompetent.

DOCUMENT PREPARATION

Affidavits

This service provides preparation of an affidavit where the Covered Person is the person making the statement.

Deeds

This service provides for the preparation of any deed for which the Covered Person is either the grantor or grantee.

Demand Letters

This service provides for:

- the preparation of letters which demand money, property or some other property interest of the Covered Person;
- mailing them to the addressee; and
- forwarding and explaining any response to the Covered Person.

Negotiations and representation in litigation are not included.

Mortgages

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor.

Notes

This service provides for the preparation of any promissory note for which the Covered Person is the payor or payee.

DOCUMENT REVIEW

This service provides for the review of any personal legal document of the Covered Person, such as letters, leases or purchase agreements.

ELDER LAW MATTERS

This service provides the Covered Person with:

- Counseling on any personal issues relating to the Covered Person's parents as they effect the Covered Person
- Reviewing documents of the parents as they effect the Covered Person
- Examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills
- Preparing deeds involving the parents when the Covered Person is the grantor or the grantee
- Preparing promissory notes involving the parents when the Covered Person is either the payor or payee

FAMILY LAW

Name Change

This service provides for all necessary pleadings and court hearings for a legal name change for the Covered Person.

Protection from Domestic Violence

This service provides the Participating Employee as the victim of domestic violence with representation to obtain a protective order, including:

- preparing the paperwork;
- attending all court appearances.

This service does not include:

- coverage for the Participating Employee's Dependents;
- representation in suits for damages; or
- representation for the Participating Employee as the offender.

Guardianship or Conservatorship (Contested and Uncontested)

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participating Employee. It includes:

- obtaining a temporary guardianship or conservatorship if necessary;
- gathering any necessary medical evidence;
- preparing the paperwork;
- attending the hearing; and
- preparing the initial accounting.

This service does not include:

- representation of the person over whom guardianship or conservatorship is sought;
- any proceedings involving annual accountings after the initial accounting; or
- terminating the guardianship or conservatorship once it has been established.

If Dependent coverage for a Spouse or Qualified Domestic Partner or Civil Union Partner is in effect, this service extends to such person.

PERSONAL INJURY

Personal Injury (Discount)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters where the Covered Person is the plaintiff at a maximum fee of 25% of the gross award. It is the Covered Person's responsibility to pay the attorney's fee and all costs.

REAL ESTATE MATTERS

Eviction Defense

This service provides representation for the Covered Person as a residential tenant, in case of eviction, up to and including a trial defense.

Security Deposit Assistance (Primary Residence - Tenant Only)

This service covers counseling the Participant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit.

It also covers:

- assisting the Participant in prosecuting a small claims action;
- helping prepare documents;
- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial.

This service does not include:

- the Plan Attorney's attendance or representation at the small claims trial;
- collection activities after a judgment; or
- any services relating to post-judgment actions.

TRAFFIC MATTERS

Restoration of Driving Privileges

This service provides the Covered Person with representation in proceedings to restore his or her driving license.

Traffic Ticket Defense (No Driving under Influence)

This service provides the Covered Person with representation in defense of any traffic ticket including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under influence or related charge or vehicular homicide. This service includes representation for:

- court hearings;
- negotiation with the prosecutor; and
- trial.

WILLS AND ESTATE PLANNING

Living Wills

This service covers the preparation of a living will for the Covered Person.

Powers of Attorney

This service includes the preparation of any power of attorney when the Covered Person is granting the power.

Probate (10% Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the prevailing fee. The Covered Person must pay the reduced fee and all costs.

Wills and Codicils

This service covers the preparation of simple or complex wills or codicils for the Covered Person. The creation of a testamentary trust is covered. The service does not include tax planning.

MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

Certificate Rider

Group Policy No.: 9905074
Policyholder: Fulton County Government
Effective Date: January 1, 2022

1. We will revise the COVERED LEGAL SERVICES section of the certificate to add these services and their descriptions:

Identity Management Services

This service provides the Covered Person with access to LifeStages Identity Management Services provided by CyberScout, LLC. CyberScout is not a corporate affiliate of MetLife Legal Plans. These services include both Proactive Services when the Covered Person believes the Covered Person's personal data has been compromised and Resolution Services to assist the Covered Person in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service.

METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY

By:


President


Secretary

Administrative services are provided under this policy by MetLife Legal Plans, Inc. ("MetLife Legal Plans"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to MetLife Legal Plans is as the Administrator of the Plan.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP0608C-MH

**PROJECT TITLE – VOLUNTARY WORKSITE
BENEFITS
Group Accident**

With

**Continental American Insurance Company, a wholly-
owned subsidiary of Aflac Incorporated**

For

FINANCE DEPARTMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

CONTRACT AGREEMENT

Consultant: **Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated**

Contract No.: **21RFP0608C-MH, Voluntary Worksite Benefits**

Address: **100 Galleria Parkway, 7th Floor**
City, State **Atlanta, GA. 30339**

Telephone: **678.878.7524**

Email: **AOShields@aflac.com**

Contact: **Amy O'Shields,**
Broker Sales Representative

This Agreement made and entered into effective upon Board Approval for Transition of services through 31st, December, 2021. Plans will be available effective 1st day of January, 2022 through December 31, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance, hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide, Group Accident Insurance Services for active employees. Benefits and services will be effective January 1, 2022, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [non- applicable]
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC# 21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Group Accident Insurance to active employees effective January 1, 2022. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon Board Approval through December 31, 2021 to transition into the new product. The starting date for this product shall be January 1, 2022, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent

Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information

related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-4243
Email: Melissa.barnett@fultoncountyga.gov
Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Amy O'Shields
100 Galleria Parkway, 7th Floor
Atlanta, GA 30339
Telephone: 678-878-7524
Email: aoshields@aflac.com
Attention: **Amy O'Shields**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment

from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. SUBSIDIES

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

ARTICLE 46. CONTRACT DOCUMENTS

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Aflac

Eunice R. Holmes

Eunice R. Holmes, vice President, Group
Underwriting, Aflac US

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

9C2373DED63B4EA

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

756CC64560784CF

Finance Director

ATTEST:

[Signature]

Secretary/
~~Assistant Secretary~~

(Affix Corporate Seal)

ATTEST:

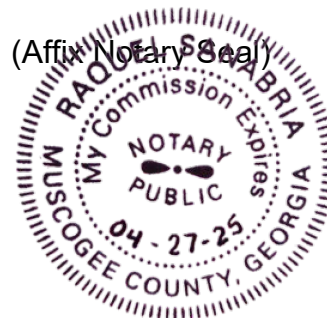
[Signature]

Notary Public

County: Muscogee

Commission Expires: 04-27-2025

(Affix Notary Seal)



ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>2021-0658A</u> RM: <u>9/1/2021</u>
RECESS MEETING	REGULAR MEETING

Insurance Certificate to be attached



ADDENDA



Date: July 1, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The Deadline for Questions has been extended to July 6, 2021 by 2:00 P.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 1st day of July, 2021.

Continental American Insurance Company, a wholly-owned subsidiary of Aflac Inc.
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 9, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Questions and Answers

Due Date has been Extended to: July 15, 2021 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 9th day of July, 2021.

Continental American Insurance Company
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 12, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Appendix 1, 2 and 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 13th day of July, 2021.

Continental American Insurance Company, CAIC
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

NO SPECIAL CONDITIONS WERE USED IN THIS
SOLICITATION

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide Group Accident Plan to active employees and eligible family members.

Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.

- d. Carrier will provide Employee Advocacy (Customer Support Center)
- e. Employee advocacy/call center with toll-free/local number and email address
- f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. **Rate/Guarantee Requirements**

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2024 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. **Vendor Performance Guarantees All Plan Options**

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
6. **Value Added Services** - Vendor agree to Health Advocacy, Medical Bill Saver and Telemedicine services, as part employees' Aflac plan enrollment at no additional cost. Service is to begin when coverage starts.

E. Plan Options

Accident Plans

Benefit Provisions	Low Plan	High Plan
Type of Plan	24 Hour Coverage	24 Hour Coverage
Family Coverage Options	Employee, Spouse, Child	Employee, Spouse, Child
Wellness Benefit	\$25 Per insured per calendar year	\$50 Per insured per calendar year
Additional Riders	Accidental Death Rider	Accidental Death Rider
Ambulance (Ground/Air)	\$200/\$600	\$300/\$900
Emergency Treatment PCP/UC	\$50/\$100	\$75/\$150
Emergency Room Observation	\$50	\$70
Hospitalization - Admission	\$625	\$900
Hospitalization - ICU Admission	\$625	\$900
Hospitalization - Confinement	\$150 per day	\$225 per day
Hospitalization - ICU Confinement	\$200 per day	\$300 per day
Medical Imaging Test	\$100	\$150
X-Ray Benefit	\$25	\$25/\$50
Physician Follow-up Visit	\$25 (Max 6 visits)	\$35 (Max 6 visits)
ADDITIONAL PROVISIONS		
Group Coverage	Yes	Yes
Pre-Tax?	Yes	Yes
Guarantee Issue	All Guarantee Issue	All Guarantee Issue
Portability	Permanent Portability	Permanent Portability
Participation Requirement	None	None

Value Added Services



lifestyle solutions for health & wellbeing

For all participating employees



More than just peace of mind.

Health Advocacy from Health Advocate

You have 24/7 access to Personal Health Advocates who start helping from the first call:

- Find doctors, dentists, specialists, hospitals and other providers
- Schedule appointments, treatments and tests
- Resolve benefits issues and coordinate benefits
- Assist with eldercare issues, Medicare and more
- Help transfer medical records, lab results and X-rays
- Work with insurance companies to obtain approvals and clarify coverage



More than just cash benefits.

Medical Bill Saver™ from Health Advocate

Aflac already pays claims quickly. Now, with Medical Bill Saver™, Health Advocate professionals also help you negotiate medical bills not covered by health insurance:

- Just send in your medical and dental bills of \$400 or more
- They contact the provider to negotiate a discount
- Negotiations can lead to a reduction in out-of-pocket costs
- Once an agreement is made, the provider approves payment terms and conditions
- You get an easy-to-read personal Savings Result Statement, summarizing the outcome and payment terms

Value Added Services - continued



More than just care.

Telemedicine from MeMD

You can quickly connect with board-certified, U.S. licensed health providers online for 24/7/365 access to medical care — fast:

- Create your account at www.MeMD.me/Aflac
- When you have a health issue, log on and request a provider consultation
- You can request consultations via webcam, app or phone
- Get ePrescriptions,* referrals and more
- Use it for a range of health issues, from allergies and colds to medication refills
- \$25.00 per visit!

DID YOU KNOW?

You can also use Health Advocate's Health Advocacy and Medical Bill Saver™ services for your spouse, dependent children, parents and parents-in-law, while Telemedicine is available for you and your family.

Get more without spending more.

EXHIBIT D

PROJECT DELIVERABLES

All Contained in the Scope of Work

EXHIBIT E

COMPENSATION

COMPENSATION

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

Accident Plans

EMPLOYEE RATES - MONTHLY	Low Plan	High Plan
Employee Only	\$7.13	\$10.45
Employee + Spouse	\$11.79	\$17.61
Employee + Child(ren)	\$15.10	\$22.95
Employee + Family	\$19.76	\$30.11

Rates listed are per enrollment and funded in the entirety by the employee’s payroll deductions.

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County’s cost of offering the aforementioned benefits to employees and the administration costs required.

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Continental American Insurance Company on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

143994

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Group Underwriting

Title of Authorized Officer or Agent of Contractor

Eunice R. Holmes

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of July, 2021.

Notary Public: Jamita Harris

County: Richland

Commission Expires: 4/27/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Aflac is the insuring company for all proposed policies. No subcontractor or other company is involved. All services will be provided through licensed independent agents/brokers representing Aflac.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]**_____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This_____day of_____, 20____

(Notary Public)

(Seal)

Commission Expires

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Aflac Incorporated
1932 Wynnton Road
Columbus, Georgia 31999

Board of Directors

DANIEL P. AMOS Chairman and Chief Executive Officer; Aflac Incorporated	W. PAUL BOWERS Chairman and Chief Executive Officer of Georgia Power Co.	TOSHIHIKO FUKUZAWA Deputy President and Representative Director, Chuo-Nittochi Group Co., Ltd.; Chuo-Nittochi Co., Ltd.	THOMAS J. KENNY Former Partner and Co-Head of Global Fixed Income, Goldman Sachs Asset Management
GEORGETTE D. KISER Operating Executive, The Carlyle Group	KAROLE F. LLOYD Certified Public Accountant and retired Ernst & Young LLP audit partner	NOBUCHIKA MORI Representative Director, Japan Financial and Economic Research Co. Ltd.	JOSEPH L. MOSKOWITZ Retired Executive Vice President, Primerica, Inc.
BARBARA K. RIMER, DRPH Dean and Alumni Distinguished Professor, Gillings School of Global Public Health, University of North Carolina, Chapel Hill	KATHERINE T. ROHRER Vice Provost Emeritus, Princeton University	MELVIN T. STITH Dean Emeritus of the Martin J. Whitman School of Management at Syracuse University	

Stock Ownership

Beneficial Ownership of the Company's Securities

As of February 23, 2021, no person was the owner of record or, to the knowledge of the Company, beneficial owner of more than 5% of the outstanding shares of Common Stock or of the available votes of the Company other than as shown below.

Name and Address of Beneficial Owner	Title of Class Common Stock	Amount of Beneficial Ownership Shares	Amount of Beneficial Ownership Votes	Percent of Class	Percent of Available Votes
J&A Alliance Holdings Corporation* 1007 Fukoku Seimei Building 2-2-2 Uchisaiwai-cho, Chiyoda-ku Tokyo 100-0011, Japan	1 Vote Per Share	52,300,000	52,300,000	7.6	4.7
BlackRock, Inc.* 55 East 52nd Street New York, NY 10055	1 Vote Per Share	45,522,910	45,522,910	6.6	4.1
The Vanguard Group* 100 Vanguard Boulevard Malvern, PA 19355	1 Vote Per Share	59,888,649	59,888,649	8.7	5.4
State Street Corporation* State Street Financial Center One Lincoln Street Boston, MA 02111	1 Vote Per Share	34,135,472	34,135,472	5.0	3.1

* The above information is derived from Schedule 13G filings filed with the Securities and Exchange Commission, dated January 6, 2021, by J&A Alliance Holdings Corporation, dated January 29, 2021, by BlackRock, Inc., dated February 10, 2021, by The Vanguard Group, and dated February 12, 2021, by State Street Corporation. According to the Schedule 13G filings: J&A Alliance Holdings Corporation, has shared voting power with respect to 52,300,000 shares; BlackRock, Inc., has sole voting power with respect to 39,235,646 shares and sole dispositive power with respect to 45,522,910 shares; The Vanguard Group has shared voting power with respect to 1,080,868 shares, sole dispositive power with respect to 56,940,688 shares and shared dispositive power with respect to 2,947,961 shares; and State Street Corporation has shared voting power with respect to 30,600,239 shares and shared dispositive power with respect to 34,107,499 shares.

For additional information regarding Aflac's leadership, please visit [aflac.com > Our Company > Executive Management Team https://www.aflac.com/about-aflac/our-company/management-team.aspx](https://www.aflac.com/about-aflac/our-company/management-team.aspx)

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

As a provider of group voluntary benefits, Aflac the marketing name for Continental American Insurance Company (CAIC), brings the strength of our people, products and process.

A cornerstone is the primary foundation on which something is built. Our people are the cornerstone - the solid foundation upon which we build our business and relationships. Our people are committed to putting our customers first and continuously exceeding their needs and expectations. We know that we will be judged, not by what we say, but by what we do. So, we talk with and listen to our customers. We provide them with fast, easy access to the people and answers they need. In addition, we find opportunities in challenges. Our people work together to develop solutions that meet needs of customers, from product development to customized implementation and administration to efficient claims and customer services.

Our innovative worksite marketing products help bridge the gaps left by most employer provided insurance plans. We work with our customers to provide leading-edge supplemental products to enhance their offerings to employees and add value to their business. Aflac is nationally recognized for the quality of benefits, competitive pricing and special features. Because our products are on a group platform, they provide flexibility in the design, implementation and administration of benefits, consistent plan design and rates for multi-state employers, and exceptional value. From the enrollment process to handling claims, we work with our customers to ensure smooth transitions and easy workflows. By understanding the customer's business, we provide customized administrative solutions that truly meet their specific needs.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Your local Aflac service team is led by Doris Brackett. She will continue to provide the County and your employees with the dedicated, knowledgeable, and expedient customer service you've grown accustomed to over the years. Ms. Brackett has been an Aflac representative for over 40 years and has experience in the fields of managing Human Resources and Employee Benefits in public sector organizations. Ms. Brackett has unique qualifications to continue to provide the highest level of quality service to public sector clients. In these roles, she has negotiated and implemented employee benefit contracts, as well as cafeteria plans and flexible spending accounts. She has coordinated and led open enrollment in large public sector organizations smoothly and successfully. She has led initiatives to select, implement, and service many types of employee benefit plans. She is very familiar with public sector organizations, and is able to continue to collaborate closely with the County to successfully service your employees.

When the County initially joined the Aflac Family, Ms. Brackett developed a team of experienced servicing representatives to ensure the County's account remained properly serviced. Under Ms. Brackett's direction, these representatives as listed below will continue participating in the enrollment for the County:

- Wayne Brown
- Tierra Thomas
- Joseph Duckett
- Donald Lisby

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6th day of July, 2021


Continental American Insurance Company 7/6/2021
(Legal Name of Proponent) (Date)

 7/6/2021
(Signature of Authorized Representative) (Date)

Vice President, Group Underwriting
(Title)

Sworn to and subscribed before me,

This 14th day of July, 2021


(Notary Public) (Seal)



Commission Expires July 14th, 2021
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Certificate of Authority – Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Aflac is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Austin Rice Insurance DBA AFLAC
(BUSINESS NAME)

1030 Cambridge Square, Ste E, Alpharetta, GA 30009
(FULTON COUNTY BUSINESS ADDRESS)

Regional Sales Coordinator
(OFFICIAL TITLE OF AFFIANT)

Austin Rice
(NAME OF AFFIANT)

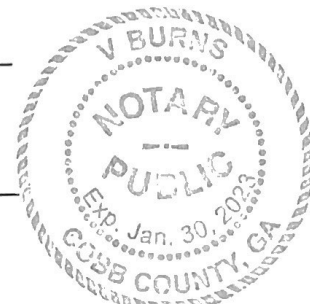
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 30th day of June, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires: 01/30/2023
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service, ☒ is **NOT** ☐ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)** ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other right and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor's Firm)

From: _____
(Name of Subcontractor's Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Email _____

Email _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

*Voluntary Worksite Benefits 2021***INSURANCE AND RISK MANAGEMENT PROVISIONS*****Voluntary Worksite Benefits***

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

*Voluntary Worksite Benefits 2021***3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY (E&O) Per Occurrence/Claim \$2,000,000/\$2,000,000
**Extended reporting period minimum 3 years. Policy shall be kept in force and uninterrupted for a period of thirty-six (36) months after completion of services. If coverage is discontinued for any reason during this 3 year term, contractor/vendor must procure and evidence full Extended Reporting Period (ERP) coverage.*

6. CYBER LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
**First party coverage - Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification*

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Voluntary Worksite Benefits 2021

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners,

Voluntary Worksite Benefits 2021

officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

Continental American
COMPANY: Insurance Company SIGNATURE: 

NAME: Eunice R. Holmes TITLE: Vice President, Group Underwriting

DATE: 7/6/2021

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Connie Whitmer PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: Connie.Whitmer@MarshMMA.com																					
INSURED Aflac Incorporated Attn: Enterprise Risk Management 1932 Wynnton Road Columbus, GA 31999	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Trav Cas & Surety Co of America A++ XV</td><td>24791</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Trav Cas & Surety Co of America A++ XV	24791	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Trav Cas & Surety Co of America A++ XV	24791																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability			107158045	10/05/2020	10/05/2021	\$2,000,000 Limit \$0 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP - 21RFP071321C-MH - Voluntary Worksite Benefits

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Purchasing Contract Compliance Dept
130 Peachtree Street, S.W Suite
1168
Atlanta, GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 9 – EXHIBITS

NO EXHIBITS

SECTION 10 – APPENDICES

No Appendices



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP0608C-MH

**PROJECT TITLE – VOLUNTARY WORKSITE
BENEFITS**

Group Hospital Indemnity

With

**Continental American Insurance Company, a wholly-
owned subsidiary of Aflac Incorporated**

For

FINANCE DEPARTMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

CONTRACT AGREEMENT

Consultant: **Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated**

Contract No.: **21RFP0608C-MH, Voluntary Worksite Benefits**

Address: **100 Galleria Parkway, 7th Floor**
City, State **Atlanta, GA. 30339**

Telephone: **678.878.7524**

Email: **AOShields@aflac.com**

Contact: **Amy O'Shields,**
Broker Sales Representative

This Agreement made and entered into effective upon Board Approval for Transition of services through 31st, December, 2021. Plans will be available effective 1st day of January, 2022 through December 31, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance, hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide, Group Hospital Indemnity Insurance Services for active employees. Benefits and services will be effective January 1, 2022, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [non- applicable]
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC# 21-0658.**

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to provide Group Hospital Indemnity Plan to active employees effective January 1, 2022. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon Board Approval through December 31, 2021 to transition into the new product. The starting date for this product shall be January 1, 2022, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent

Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information

related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-4243
Email: Melissa.barnett@fultoncountyga.gov
Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountygga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Amy O'Shields
100 Galleria Parkway, 7th Floor
Atlanta, GA 30339
Telephone: 678-878-7524
Email: aoshields@aflac.com
Attention: **Amy O'Shields**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment

from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. SUBSIDIES

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

ARTICLE 46. CONTRACT DOCUMENTS

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Aflac

Eunice R. Holmes

Eunice R. Holmes, Vice President Group
Underwriting, Aflac US

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

[Signature]
~~Secretary/~~
~~Assistant Secretary~~

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

0EC92EDADEFB4B8...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

756CC64560784CF

Finance Director

ATTEST:

[Signature]

Notary Public

County: Muscogee

Commission Expires: 04-27-2025

(Affix Notary Seal)

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>2021-0658</u> RM: <u>9/1/2021</u>
RECESS MEETING	REGULAR MEETING



ADDENDA



Date: July 1, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The Deadline for Questions has been extended to July 6, 2021 by 2:00 P.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 1st day of July, 2021.

Continental American Insurance Company, a wholly-owned subsidiary of Aflac Inc.
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting

Title



Date: July 9, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Questions and Answers

Due Date has been Extended to: July 15, 2021 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 9th day of July, 2021.

Continental American Insurance Company
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 12, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Appendix 1, 2 and 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 13th day of July, 2021.

Continental American Insurance Company, CAIC
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

NO SPECIAL CONDITIONS WERE USED IN THIS
SOLICITATION

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide Group Critical Illness Plan to active employees and eligible family members.

Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.

- d. Carrier will provide Employee Advocacy (Customer Support Center)
- e. Employee advocacy/call center with toll-free/local number and email address
- f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. Rate/Guarantee Requirements

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2024 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. Vendor Performance Guarantees All Plan Options

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
6. **Value Added Services** - Vendor agree to Health Advocacy, Medical Bill Saver and Telemedicine services, as part employees' Aflac plan enrollment at no additional cost. Service is to begin when coverage starts.

Hospital Indemnity Plans

Benefit Provisions	Option 1 - HSA Compatible	Option 2 - Non HSA
Coverage Type	24 Hour Coverage	24 Hour Coverage
Covered Events	Illness And Injury	Illness And Injury
1st Day Hospital Confine. - Frequency	1 Per Accident/Sickness	1 Per Accident/Sickness
1st Day Hospital Confine. - Benefit	\$2,000	\$2,000
Daily Hospital Confine. - Frequency	10 Days Per Year	10 Days Per Year
Daily Hospital Confine. - Benefit	\$50	\$50
OP Surgery/Hospital - Frequency	-	1 Per Year
OP Surgery/Hospital - Benefit	-	\$500
Emergency Room - Frequency	-	1 Per Year
Emergency Room - Benefit	-	\$250
Medical Travel- Frequency	-	n/a
Medical Travel- Benefit	-	n/a
ADDITIONAL PROVISIONS		
Group Coverage?	Yes	Yes
Pre-Tax?	Yes	Yes
Guarantee Issue	All	All
Participation Requirement	None	None

Value Added Services



lifestyle solutions for health & wellbeing

For all participating employees



More than just peace of mind.

Health Advocacy from Health Advocate

You have 24/7 access to Personal Health Advocates who start helping from the first call:

- Find doctors, dentists, specialists, hospitals and other providers
- Schedule appointments, treatments and tests
- Resolve benefits issues and coordinate benefits
- Assist with eldercare issues, Medicare and more
- Help transfer medical records, lab results and X-rays
- Work with insurance companies to obtain approvals and clarify coverage



More than just cash benefits.

Medical Bill Saver™ from Health Advocate

Aflac already pays claims quickly. Now, with Medical Bill Saver™, Health Advocate professionals also help you negotiate medical bills not covered by health insurance:

- Just send in your medical and dental bills of \$400 or more
- They contact the provider to negotiate a discount
- Negotiations can lead to a reduction in out-of-pocket costs
- Once an agreement is made, the provider approves payment terms and conditions
- You get an easy-to-read personal Savings Result Statement, summarizing the outcome and payment terms

Value Added Services - continued



More than just care.

Telemedicine from MeMD

You can quickly connect with board-certified, U.S. licensed health providers online for 24/7/365 access to medical care — fast:

- Create your account at www.MeMD.me/Aflac
- When you have a health issue, log on and request a provider consultation
- You can request consultations via webcam, app or phone
- Get ePrescriptions,* referrals and more
- Use it for a range of health issues, from allergies and colds to medication refills
- \$25.00 per visit!

DID YOU KNOW?

You can also use Health Advocate's Health Advocacy and Medical Bill Saver™ services for your spouse, dependent children, parents and parents-in-law, while Telemedicine is available for you and your family.

Get more without spending more.

EXHIBIT D

PROJECT DELIVERABLES

All Contained in the Scope of Work

EXHIBIT E

COMPENSATION

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

Hospital Indemnity Plans

EMPLOYEE MONTHLY RATES	Option 1 - HSA Compatible	Option 2 - Non HSA
Employee Only	\$14.42	\$23.18
Employee + Spouse	\$30.04	\$47.48
Employee + Child(ren)	\$26.46	\$41.76
Employee + Family	\$42.08	\$66.06

Rates listed are per enrollment and funded in the entirety by the employee’s payroll deductions.

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County’s cost of offering the aforementioned benefits to employees and the administration costs required.

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Continental American Insurance Company on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

143994

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Group Underwriting

Title of Authorized Officer or Agent of Contractor

Eunice R. Holmes

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of July, 2021.

Notary Public: Jamita Harris

County: Richland

Commission Expires: 4/27/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Aflac is the insuring company for all proposed policies. No subcontractor or other company is involved. All services will be provided through licensed independent agents/brokers representing Aflac.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]**_____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This_____day of_____, 20____

(Notary Public)

(Seal)

Commission Expires

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Aflac Incorporated
1932 Wynnton Road
Columbus, Georgia 31999

Board of Directors

DANIEL P. AMOS Chairman and Chief Executive Officer; Aflac Incorporated	W. PAUL BOWERS Chairman and Chief Executive Officer of Georgia Power Co.	TOSHIHIKO FUKUZAWA Deputy President and Representative Director, Chuo-Nittochi Group Co., Ltd.; Chuo-Nittochi Co., Ltd.	THOMAS J. KENNY Former Partner and Co-Head of Global Fixed Income, Goldman Sachs Asset Management
GEORGETTE D. KISER Operating Executive, The Carlyle Group	KAROLE F. LLOYD Certified Public Accountant and retired Ernst & Young LLP audit partner	NOBUCHIKA MORI Representative Director, Japan Financial and Economic Research Co. Ltd.	JOSEPH L. MOSKOWITZ Retired Executive Vice President, Primerica, Inc.
BARBARA K. RIMER, DRPH Dean and Alumni Distinguished Professor, Gillings School of Global Public Health, University of North Carolina, Chapel Hill	KATHERINE T. ROHRER Vice Provost Emeritus, Princeton University	MELVIN T. STITH Dean Emeritus of the Martin J. Whitman School of Management at Syracuse University	

Stock Ownership

Beneficial Ownership of the Company's Securities

As of February 23, 2021, no person was the owner of record or, to the knowledge of the Company, beneficial owner of more than 5% of the outstanding shares of Common Stock or of the available votes of the Company other than as shown below.

Name and Address of Beneficial Owner	Title of Class Common Stock	Amount of Beneficial Ownership Shares	Amount of Beneficial Ownership Votes	Percent of Class	Percent of Available Votes
J&A Alliance Holdings Corporation* 1007 Fukoku Seimei Building 2-2-2 Uchisaiwai-cho, Chiyoda-ku Tokyo 100-0011, Japan	1 Vote Per Share	52,300,000	52,300,000	7.6	4.7
BlackRock, Inc.* 55 East 52nd Street New York, NY 10055	1 Vote Per Share	45,522,910	45,522,910	6.6	4.1
The Vanguard Group* 100 Vanguard Boulevard Malvern, PA 19355	1 Vote Per Share	59,888,649	59,888,649	8.7	5.4
State Street Corporation* State Street Financial Center One Lincoln Street Boston, MA 02111	1 Vote Per Share	34,135,472	34,135,472	5.0	3.1

* The above information is derived from Schedule 13G filings filed with the Securities and Exchange Commission, dated January 6, 2021, by J&A Alliance Holdings Corporation, dated January 29, 2021, by BlackRock, Inc., dated February 10, 2021, by The Vanguard Group, and dated February 12, 2021, by State Street Corporation. According to the Schedule 13G filings: J&A Alliance Holdings Corporation, has shared voting power with respect to 52,300,000 shares; BlackRock, Inc., has sole voting power with respect to 39,235,646 shares and sole dispositive power with respect to 45,522,910 shares; The Vanguard Group has shared voting power with respect to 1,080,868 shares, sole dispositive power with respect to 56,940,688 shares and shared dispositive power with respect to 2,947,961 shares; and State Street Corporation has shared voting power with respect to 30,600,239 shares and shared dispositive power with respect to 34,107,499 shares.

For additional information regarding Aflac's leadership, please visit [aflac.com > Our Company > Executive Management Team](https://www.aflac.com/about-aflac/our-company/management-team.aspx) <https://www.aflac.com/about-aflac/our-company/management-team.aspx>

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

As a provider of group voluntary benefits, Aflac the marketing name for Continental American Insurance Company (CAIC), brings the strength of our people, products and process.

A cornerstone is the primary foundation on which something is built. Our people are the cornerstone - the solid foundation upon which we build our business and relationships. Our people are committed to putting our customers first and continuously exceeding their needs and expectations. We know that we will be judged, not by what we say, but by what we do. So, we talk with and listen to our customers. We provide them with fast, easy access to the people and answers they need. In addition, we find opportunities in challenges. Our people work together to develop solutions that meet needs of customers, from product development to customized implementation and administration to efficient claims and customer services.

Our innovative worksite marketing products help bridge the gaps left by most employer provided insurance plans. We work with our customers to provide leading-edge supplemental products to enhance their offerings to employees and add value to their business. Aflac is nationally recognized for the quality of benefits, competitive pricing and special features. Because our products are on a group platform, they provide flexibility in the design, implementation and administration of benefits, consistent plan design and rates for multi-state employers, and exceptional value. From the enrollment process to handling claims, we work with our customers to ensure smooth transitions and easy workflows. By understanding the customer's business, we provide customized administrative solutions that truly meet their specific needs.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Your local Aflac service team is led by Doris Brackett. She will continue to provide the County and your employees with the dedicated, knowledgeable, and expedient customer service you've grown accustomed to over the years. Ms. Brackett has been an Aflac representative for over 40 years and has experience in the fields of managing Human Resources and Employee Benefits in public sector organizations. Ms. Brackett has unique qualifications to continue to provide the highest level of quality service to public sector clients. In these roles, she has negotiated and implemented employee benefit contracts, as well as cafeteria plans and flexible spending accounts. She has coordinated and led open enrollment in large public sector organizations smoothly and successfully. She has led initiatives to select, implement, and service many types of employee benefit plans. She is very familiar with public sector organizations, and is able to continue to collaborate closely with the County to successfully service your employees.

When the County initially joined the Aflac Family, Ms. Brackett developed a team of experienced servicing representatives to ensure the County's account remained properly serviced. Under Ms. Brackett's direction, these representatives as listed below will continue participating in the enrollment for the County:

- Wayne Brown
- Tierra Thomas
- Joseph Duckett
- Donald Lisby

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6th day of July, 2021


Continental American Insurance Company 7/6/2021
(Legal Name of Proponent) (Date)

 7/6/2021
(Signature of Authorized Representative) (Date)

Vice President, Group Underwriting
(Title)

Sworn to and subscribed before me,

This 14th day of July, 2021


(Notary Public) (Seal)



Commission Expires July 14th, 2021
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Certificate of Authority – Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Aflac is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Austin Rice Insurance DBA AFLAC
(BUSINESS NAME)

1030 Cambridge Square, Ste E, Alpharetta, GA 30009
(FULTON COUNTY BUSINESS ADDRESS)

Regional Sales Coordinator
(OFFICIAL TITLE OF AFFIANT)

Austin Rice
(NAME OF AFFIANT)

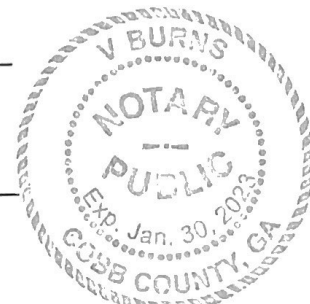
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 30th day of June, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires: 01/30/2023
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Eunice R. Holmes),
Name

<u>Vice President, Group Underwriting</u>	<u>Continental American Insurance Company</u>
Title	Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Eunice R. Holmes **TITLE:** Vice President, Group Underwriting

SIGNATURE: Eric Holmes

ADDRESS: 1600 Williams Street,Columbia, South Carolina 29201

PHONE NUMBER: 1.800.433.3036 **EMAIL:** abcforms@aflac.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service, ☒ is **NOT** ☐ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)** ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other right and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor's Firm)

From: _____
(Name of Subcontractor's Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Email _____

Email _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

*Voluntary Worksite Benefits 2021***INSURANCE AND RISK MANAGEMENT PROVISIONS*****Voluntary Worksite Benefits***

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

*Voluntary Worksite Benefits 2021***3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY (E&O) Per Occurrence/Claim \$2,000,000/\$2,000,000
**Extended reporting period minimum 3 years. Policy shall be kept in force and uninterrupted for a period of thirty-six (36) months after completion of services. If coverage is discontinued for any reason during this 3 year term, contractor/vendor must procure and evidence full Extended Reporting Period (ERP) coverage.*

6. CYBER LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
**First party coverage - Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification*

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Voluntary Worksite Benefits 2021

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners,

Voluntary Worksite Benefits 2021

officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

Continental American
COMPANY: Insurance Company SIGNATURE: 

NAME: Eunice R. Holmes TITLE: Vice President, Group Underwriting

DATE: 7/6/2021

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904		CONTACT NAME: Connie Whitmer PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: Connie.Whitmer@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Trav Cas & Surety Co of America A++ XV	
		NAIC #	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			107158045	10/05/2020	10/05/2021	\$2,000,000 Limit \$0 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP - 21RFP071321C-MH - Voluntary Worksite Benefits

CERTIFICATE HOLDER Fulton County Government Purchasing Contract Compliance Dept 130 Peachtree Street, S.W Suite 1168 Atlanta, GA 30303-3459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

SECTION 9 – EXHIBITS

NO EXHIBITS

SECTION 10 – APPENDICES

No Appendices



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP0608C-MH

**PROJECT TITLE – VOLUNTARY WORKSITE
BENEFITS**

Group Whole Life with Long Term Care Rider and

**Flexible Spending Accounts (Ameriflex
Administrator)**

With

**Continental American Insurance Company, a wholly-
owned subsidiary of Aflac Incorporated**

For

FINANCE DEPARTMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX

CONTRACT AGREEMENT

Consultant: **Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated**

Contract No.: **21RFP0608C-MH, Voluntary Worksite Benefits**

Address: **100 Galleria Parkway, 7th Floor**
City, State **Atlanta, GA. 30339**

Telephone: **678.878.7524**

Email: **AOShields@aflac.com**

Contact: **Amy O'Shields,**
Broker Sales Representative

This Agreement made and entered into effective upon Board Approval for Transition of services through 31st, December, 2021. Plans will be available effective 1st day of January, 2022 through December 31, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance, hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide, Group Whole Life with Long Term Care Rider and Flexible Spending Accounts (Ameriflex Administrator) for active employees. Benefits and services will be effective January 1, 2022, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [non- applicable]
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC# 21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Group Whole Life with Long Term Care Rider and Flexible Spending Accounts (Ameriflex Administrator) to active employees. Benefits and services will be effective January 1, 2022. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon Board Approval through December 31, 2021 to transition into the new product. The starting date for this product shall be January 1, 2022, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent

Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information

related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-4243
Email: Melissa.barnett@fultoncountyga.gov
Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Amy O'Shields
100 Galleria Parkway, 7th Floor
Atlanta, GA 30339
Telephone: 678-878-7524
Email: aoshields@aflac.com
Attention: **Amy O'Shields**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment

from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. SUBSIDIES

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

In addition to the subsidies listed above, the Vendor will directly pay all associated costs with the County's Flexible Spending Accounts as the holder of the Whole Life Insurance policy.

ARTICLE 46. CONTRACT DOCUMENTS

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

Aflac

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox Attest Notary

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

Finance Director

Eunice R. Holmes

Eunice R. Holmes, Vice President, Group
Underwriting, Aflac US

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Paul Sanabria

Notary Public

County: Muscogee

Commission Expires: 04-27-2025

(Affix Notary Seal)

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>2021-0658</u> RM: <u>9/1/2021</u>
RECESS MEETING	REGULAR MEETING



ADDENDA



Date: July 1, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The Deadline for Questions has been extended to July 6, 2021 by 2:00 P.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 1st day of July, 2021.

Continental American Insurance Company, a wholly-owned subsidiary of Aflac Inc.
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 9, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Questions and Answers

Due Date has been Extended to: July 15, 2021 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 9th day of July, 2021.

Continental American Insurance Company
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 12, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Appendix 1, 2 and 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 13th day of July, 2021.

Continental American Insurance Company, CAIC
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

NO SPECIAL CONDITIONS WERE USED IN THIS
SOLICITATION

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide Group Accident Plan to active employees and eligible family members.

Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.

- d. Carrier will provide Employee Advocacy (Customer Support Center)
- e. Employee advocacy/call center with toll-free/local number and email address
- f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. **Rate/Guarantee Requirements**

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2024 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. Vendor Performance Guarantees All Plan Options

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
6. **Value Added Services** - Vendor agree to Health Advocacy, Medical Bill Saver and Telemedicine services, as part employees' Aflac plan enrollment at no additional cost. Service is to begin when coverage starts.

Value Added Services



lifestyle solutions for health & wellbeing

For all participating employees



More than just peace of mind.

Health Advocacy from Health Advocate



You have 24/7 access to Personal Health Advocates who start helping from the first call:

- Find doctors, dentists, specialists, hospitals and other providers
- Schedule appointments, treatments and tests
- Resolve benefits issues and coordinate benefits
- Assist with eldercare issues, Medicare and more
- Help transfer medical records, lab results and X-rays
- Work with insurance companies to obtain approvals and clarify coverage



More than just cash benefits.

Medical Bill Saver™ from Health Advocate

Aflac already pays claims quickly. Now, with Medical Bill Saver™, Health Advocate professionals also help you negotiate medical bills not covered by health insurance:

- Just send in your medical and dental bills of \$400 or more
- They contact the provider to negotiate a discount
- Negotiations can lead to a reduction in out-of-pocket costs
- Once an agreement is made, the provider approves payment terms and conditions
- You get an easy-to-read personal Savings Result Statement, summarizing the outcome and payment terms

Value Added Services - continued



More than just care.

Telemedicine from MeMD

You can quickly connect with board-certified, U.S. licensed health providers online for 24/7/365 access to medical care — fast:

- Create your account at www.MeMD.me/Aflac
- When you have a health issue, log on and request a provider consultation
- You can request consultations via webcam, app or phone
- Get ePrescriptions,* referrals and more
- Use it for a range of health issues, from allergies and colds to medication refills
- \$25.00 per visit!

DID YOU KNOW?

You can also use Health Advocate's Health Advocacy and Medical Bill Saver™ services for your spouse, dependent children, parents and parents-in-law, while Telemedicine is available for you and your family.

Get more without spending more.

PROJECT DELIVERABLES

EXHIBIT D

PROJECT DELIVERABLES

All Contained in the Scope of Work

EXHIBIT E

COMPENSATION

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work. Rates listed below are per enrollment and funded in the entirety by the employee's payroll deductions.

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required.

In addition to the subsidies listed above, the Vendor will directly pay all associated costs with the County's Flexible Spending Accounts as the holder of the Whole Life Insurance policy.

5. Group Whole Life

Benefit Provisions		Example	
Benefit Amount	\$300k Maximum	\$300k Maximum	
Benefit Increments	\$5,000	\$10,000	
Accelerated Benefit	50% of Face Value	50% of Face Value	
Guaranteed Issue	\$150,000 EE \$25,000 SP	\$100,000	
Waiver of Premium	To Age 60	To Age 60	
Accelerated Death Benefit	100% of Face Value	100% of Face Value	
Tobacco/Non-Tobacco Rate Different?	Yes	No	
Issue Ages	To Age 70	To Age 70	
ADDITIONAL PROVISIONS			
Group Coverage?	Yes	Yes	
Pre-Tax?	Yes	Yes	
Guarantee Issue	\$150,000 EE \$25,000 SP	All	
Participation Requirement	None	None	
Rate Guarantee	3 Years	3 Years	

EMPLOYEE MONTHLY RATES - Composite			
Rate per \$1,000	n/a	\$0.40	
EMPLOYEE MONTHLY RATES - AGE BANDED EXAMPLES			
Rate For \$5K Benefit: Age 25	\$6.560	\$6.560	
Rate For \$5K Benefit: Age 35	\$8.070	\$8.080	
Rate For \$5K Benefit: Age 45	\$12.110	\$12.100	
Rate For \$5K Benefit: Age 55	\$21.290	\$21.280	
Rate For \$5K Benefit: Age 65	\$31.880	\$31.880	

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Continental American Insurance Company on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

143994

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Group Underwriting

Title of Authorized Officer or Agent of Contractor

Eunice R. Holmes

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of July, 2021.

Notary Public: Jamita Harris

County: Richland

Commission Expires: 4/27/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Aflac is the insuring company for all proposed policies. No subcontractor or other company is involved. All services will be provided through licensed independent agents/brokers representing Aflac.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]**_____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This_____day of_____, 20____

(Notary Public)

(Seal)

Commission Expires _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Aflac Incorporated
1932 Wynnton Road
Columbus, Georgia 31999

Board of Directors

DANIEL P. AMOS Chairman and Chief Executive Officer; Aflac Incorporated	W. PAUL BOWERS Chairman and Chief Executive Officer of Georgia Power Co.	TOSHIHIKO FUKUZAWA Deputy President and Representative Director, Chuo-Nittochi Group Co., Ltd.; Chuo-Nittochi Co., Ltd.	THOMAS J. KENNY Former Partner and Co-Head of Global Fixed Income, Goldman Sachs Asset Management
GEORGETTE D. KISER Operating Executive, The Carlyle Group	KAROLE F. LLOYD Certified Public Accountant and retired Ernst & Young LLP audit partner	NOBUCHIKA MORI Representative Director, Japan Financial and Economic Research Co. Ltd.	JOSEPH L. MOSKOWITZ Retired Executive Vice President, Primerica, Inc.
BARBARA K. RIMER, DRPH Dean and Alumni Distinguished Professor, Gillings School of Global Public Health, University of North Carolina, Chapel Hill	KATHERINE T. ROHRER Vice Provost Emeritus, Princeton University	MELVIN T. STITH Dean Emeritus of the Martin J. Whitman School of Management at Syracuse University	

Stock Ownership

Beneficial Ownership of the Company's Securities

As of February 23, 2021, no person was the owner of record or, to the knowledge of the Company, beneficial owner of more than 5% of the outstanding shares of Common Stock or of the available votes of the Company other than as shown below.

Name and Address of Beneficial Owner	Title of Class Common Stock	Amount of Beneficial Ownership Shares	Amount of Beneficial Ownership Votes	Percent of Class	Percent of Available Votes
J&A Alliance Holdings Corporation* 1007 Fukoku Seimei Building 2-2-2 Uchisaiwai-cho, Chiyoda-ku Tokyo 100-0011, Japan	1 Vote Per Share	52,300,000	52,300,000	7.6	4.7
BlackRock, Inc.* 55 East 52nd Street New York, NY 10055	1 Vote Per Share	45,522,910	45,522,910	6.6	4.1
The Vanguard Group* 100 Vanguard Boulevard Malvern, PA 19355	1 Vote Per Share	59,888,649	59,888,649	8.7	5.4
State Street Corporation* State Street Financial Center One Lincoln Street Boston, MA 02111	1 Vote Per Share	34,135,472	34,135,472	5.0	3.1

* The above information is derived from Schedule 13G filings filed with the Securities and Exchange Commission, dated January 6, 2021, by J&A Alliance Holdings Corporation, dated January 29, 2021, by BlackRock, Inc., dated February 10, 2021, by The Vanguard Group, and dated February 12, 2021, by State Street Corporation. According to the Schedule 13G filings: J&A Alliance Holdings Corporation, has shared voting power with respect to 52,300,000 shares; BlackRock, Inc., has sole voting power with respect to 39,235,646 shares and sole dispositive power with respect to 45,522,910 shares; The Vanguard Group has shared voting power with respect to 1,080,868 shares, sole dispositive power with respect to 56,940,688 shares and shared dispositive power with respect to 2,947,961 shares; and State Street Corporation has shared voting power with respect to 30,600,239 shares and shared dispositive power with respect to 34,107,499 shares.

For additional information regarding Aflac's leadership, please visit [aflac.com > Our Company > Executive Management Team https://www.aflac.com/about-aflac/our-company/management-team.aspx](https://www.aflac.com/about-aflac/our-company/management-team.aspx)

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

As a provider of group voluntary benefits, Aflac the marketing name for Continental American Insurance Company (CAIC), brings the strength of our people, products and process.

A cornerstone is the primary foundation on which something is built. Our people are the cornerstone - the solid foundation upon which we build our business and relationships. Our people are committed to putting our customers first and continuously exceeding their needs and expectations. We know that we will be judged, not by what we say, but by what we do. So, we talk with and listen to our customers. We provide them with fast, easy access to the people and answers they need. In addition, we find opportunities in challenges. Our people work together to develop solutions that meet needs of customers, from product development to customized implementation and administration to efficient claims and customer services.

Our innovative worksite marketing products help bridge the gaps left by most employer provided insurance plans. We work with our customers to provide leading-edge supplemental products to enhance their offerings to employees and add value to their business. Aflac is nationally recognized for the quality of benefits, competitive pricing and special features. Because our products are on a group platform, they provide flexibility in the design, implementation and administration of benefits, consistent plan design and rates for multi-state employers, and exceptional value. From the enrollment process to handling claims, we work with our customers to ensure smooth transitions and easy workflows. By understanding the customer's business, we provide customized administrative solutions that truly meet their specific needs.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Your local Aflac service team is led by Doris Brackett. She will continue to provide the County and your employees with the dedicated, knowledgeable, and expedient customer service you've grown accustomed to over the years. Ms. Brackett has been an Aflac representative for over 40 years and has experience in the fields of managing Human Resources and Employee Benefits in public sector organizations. Ms. Brackett has unique qualifications to continue to provide the highest level of quality service to public sector clients. In these roles, she has negotiated and implemented employee benefit contracts, as well as cafeteria plans and flexible spending accounts. She has coordinated and led open enrollment in large public sector organizations smoothly and successfully. She has led initiatives to select, implement, and service many types of employee benefit plans. She is very familiar with public sector organizations, and is able to continue to collaborate closely with the County to successfully service your employees.

When the County initially joined the Aflac Family, Ms. Brackett developed a team of experienced servicing representatives to ensure the County's account remained properly serviced. Under Ms. Brackett's direction, these representatives as listed below will continue participating in the enrollment for the County:

- Wayne Brown
- Tierra Thomas
- Joseph Duckett
- Donald Lisby

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6th day of July, 2021


Continental American Insurance Company 7/6/2021
(Legal Name of Proponent) (Date)

 7/6/2021
(Signature of Authorized Representative) (Date)

Vice President, Group Underwriting
(Title)

Sworn to and subscribed before me,

This 14th day of July, 2021


(Notary Public) (Seal)



Commission Expires July 14th, 2021
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Certificate of Authority – Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Aflac is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Austin Rice Insurance DBA AFLAC
(BUSINESS NAME)

1030 Cambridge Square, Ste E, Alpharetta, GA 30009
(FULTON COUNTY BUSINESS ADDRESS)

Regional Sales Coordinator
(OFFICIAL TITLE OF AFFIANT)

Austin Rice
(NAME OF AFFIANT)

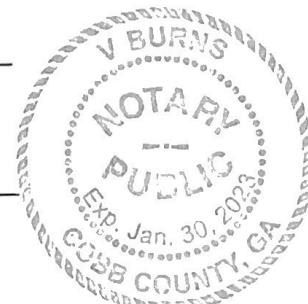
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 30th day of June, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires: 01/30/2023
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Eunice R. Holmes),
Name

Vice President, Group Underwriting Continental American Insurance Company
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Eunice R. Holmes **TITLE:** Vice President, Group Underwriting

SIGNATURE: 

ADDRESS: 1600 Williams Street, Columbia, South Carolina 29201

PHONE NUMBER: 1.800.433.3036 **EMAIL:** abcforms@aflac.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

CONTACT NAME: _____

EMAIL: _____ **PHONE NUMBER:** _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service, ☒ is **NOT** ☐ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)** ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other right and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor’s Firm)

From: _____
(Name of Subcontractor’s Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Email _____

Email _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

*Voluntary Worksite Benefits 2021***INSURANCE AND RISK MANAGEMENT PROVISIONS*****Voluntary Worksite Benefits***

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

*Voluntary Worksite Benefits 2021***3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY (E&O) Per Occurrence/Claim \$2,000,000/\$2,000,000
**Extended reporting period minimum 3 years. Policy shall be kept in force and uninterrupted for a period of thirty-six (36) months after completion of services. If coverage is discontinued for any reason during this 3 year term, contractor/vendor must procure and evidence full Extended Reporting Period (ERP) coverage.*

6. CYBER LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
**First party coverage - Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification*

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Voluntary Worksite Benefits 2021

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners,

Voluntary Worksite Benefits 2021

officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

Continental American
COMPANY: Insurance Company SIGNATURE: 

NAME: Eunice R. Holmes TITLE: Vice President, Group Underwriting

DATE: 7/6/2021

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Connie Whitmer PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: Connie.Whitmer@MarshMMA.com																					
INSURED Aflac Incorporated Attn: Enterprise Risk Management 1932 Wynnton Road Columbus, GA 31999	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Trav Cas & Surety Co of America A++ XV</td><td>24791</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Trav Cas & Surety Co of America A++ XV		24791	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Trav Cas & Surety Co of America A++ XV		24791																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability			107158045	10/05/2020	10/05/2021	\$2,000,000 Limit \$0 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP - 21RFP071321C-MH - Voluntary Worksite Benefits

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Purchasing Contract Compliance Dept
130 Peachtree Street, S.W Suite
1168
Atlanta, GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 9 – EXHIBITS

NO EXHIBITS

SECTION 10 – APPENDICES

No Appendices



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP0608C-MH

**PROJECT TITLE – VOLUNTARY WORKSITE
BENEFITS**

Group Critical Illness

With

**Continental American Insurance Company, a wholly-
owned subsidiary of Aflac Incorporated**

For

FINANCE DEPARTMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>
ARTICLE 45.	<u>SUBSIDIES</u>
ARTICLE 46.	<u>CONTRACT DOCUMENTS</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

CONTRACT AGREEMENT

Consultant: **Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated**

Contract No.: **21RFP0608C-MH, Voluntary Worksite Benefits**

Address: **100 Galleria Parkway, 7th Floor**
City, State **Atlanta, GA. 30339**

Telephone: **678.878.7524**

Email: **AOShields@aflac.com**

Contact: **Amy O'Shields,**
Broker Sales Representative

This Agreement made and entered into effective upon Board Approval for Transition of services through 31st, December, 2021. Plans will be available effective 1st day of January, 2022 through December 31, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance, hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide, Group Critical Illness Insurance Services for active employees. Benefits and services will be effective January 1, 2022, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [non- applicable]
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC# 21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Group Critical Illness Insurance to active employees effective January 1, 2022. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon Board Approval through December 31, 2021 to transition into the new product. The starting date for this product shall be January 1, 2022, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent

Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information

related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-4243
Email: Melissa.barnett@fultoncountyga.gov
Attention: **Melissa Barnett**

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountygga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Amy O'Shields
100 Galleria Parkway, 7th Floor
Atlanta, GAA 30339
Telephone: 678-878-7524
Email: aoshields@aflac.com
Attention: **Amy O'Shields**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment

from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. SUBSIDIES

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required as outlined in Exhibit A General Conditions.

ARTICLE 46. CONTRACT DOCUMENTS

The Vendor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Scope of Work
- II. Compensation

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Aflac

Eunice R. Holmes

Eunice R. Holmes, Vice President, Group
Underwriting, Aflac US

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC478C4837648D

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

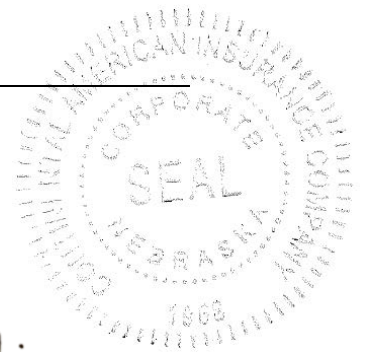


DocuSigned by:

[Signature]

Secretary/
~~Assistant Secretary~~

(Affix Corporate Seal)



APPROVED AS TO FORM:

DocuSigned by:

David Lowman

0EC92EDADEFB4B8

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

756CC64560784CE

Finance Director

ATTEST:

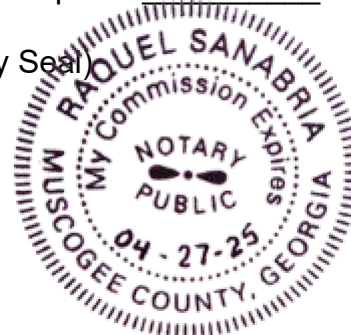
[Signature]

Notary Public

County: Muscogee

Commission Expires: 04-27-2025

(Affix Notary Seal)



ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>2021-0658</u> RM: <u>9/1/2021</u>
RECESS MEETING	REGULAR MEETING



ADDENDA



Date: July 1, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The Deadline for Questions has been extended to July 6, 2021 by 2:00 P.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 1st day of July, 2021.

Continental American Insurance Company, a wholly-owned subsidiary of Aflac Inc.
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 9, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Questions and Answers

Due Date has been Extended to: July 15, 2021 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 9th day of July, 2021.

Continental American Insurance Company
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title



Date: July 12, 2021

Project Number: 21RFP071321C-MH

Project Title: Voluntary Worksite Benefits

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Appendix 1, 2 and 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 13th day of July, 2021.

Continental American Insurance Company, CAIC
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Vice President, Group Underwriting
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

NO SPECIAL CONDITIONS WERE USED IN THIS
SOLICITATION

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

3.3.1

A. Plan Offering

The vendor agrees to provide Group Critical Illness Plan to active employees and eligible family members.

Vendor agrees to work with the County and other County participating vendors to create an enrollment experience that proves mutually beneficial for all parties. Vendor agrees to work with County participating vendors to develop enrollment statements inclusive of all Voluntary and Worksite Benefits elected by the employee. The Statement should also outline the termination clauses of each line of referenced coverage, ensuring employees understand their options to continue coverage for the Voluntary and Worksite benefits should their employment with the County terminate.

B. General Plan Administration Requirements

1. A dedicated Fulton County services team.
2. Maintain a dedicated member services unit that will assist participants with questions about the programs, eligibility, claims resolution and other inquiries.
3. Provide access to a data reporting system to allow the County to review member claim information. The County must have the ability to pull reports from this system. The Insurer will be responsible for conducting training at the County's designated locations at no cost to the County.
4. Provide all requested reports and data identified in the appropriate section of this RFP.
5. Demonstrate a progressive approach to the County's contracting needs.
6. Ability to perform a fair and impartial review of initial claim declination.
7. Willingness to customize procedures to meet the County's needs.
8. Fraud and abuse management.
9. Availability of reporting tools that will allow immediate access to data and reports for both the County and its partners/consultants.
10. Willingness to accept risk through performance agreements targeted to specific areas, e.g., operational activities and customer service.
11. Coverage for all eligible County employees regardless of whether or not they are actively at work.
12. Response Respond to Service Requests – All calls, emails, and other requests for service shall be returned in 1 business day or less.
13. Products Offered – The selected carrier shall only offer products approved in writing by the County. No other products should be discussed with employees or offered.
14. The County should always have current contact information for all agents / enrollers, and immediate account management personnel as well as leadership.
15. The voluntary carrier shall establish standard protocols with the County for enrollment (annual and ongoing new hires), claims, employee support questions, and billing issues.
16. Annual Strategic Planning (Meeting with County and Benefits Broker)
 - a. Present annual analysis of current and any proposed new coverages, pricing and administrative processes that support County's overall benefits objectives
 - b. Conduct pre-annual enrollment strategy meeting to set priorities and goals, generally 120-180 days prior to renewal
 - c. Conduct semi-annual in person review meetings with the ability to schedule emergency meetings at any time.
 - d. Provide reporting on annual enrollment, premium and claims data by month
17. Carrier Management and Ongoing Administrative Services
 - a. Facilitate resolution of routine employee claim and eligibility questions and issues
 - b. Notify County and Benefits Broker of material changes to Carrier plans and/or financial position throughout the plan year
 - c. Provide 30-day advance copies of drafts of any planned employee communications, including emails, payroll stuffers, posters, etc., for approval by County.

- d. Carrier will provide Employee Advocacy (Customer Support Center)
- e. Employee advocacy/call center with toll-free/local number and email address
- f. Customer service hours: 8:30 am - 6:00 pm Eastern Time, Monday-Friday

C. Additional Service Requirements

1. Electronic On-line Interface

The County, at its option, may request direct on-line access to the Insurer's eligibility enrollment system for the purpose of updating eligibility and member enrollment verification by terminal connection via modem or web access. The Insurer must provide the installation of the hardware and software as well as provide the necessary training at no cost to the County.

2. Plan Member Communication Materials

The Insurer shall submit copies of all plan member communication materials and promotional materials to the County. The County shall approve all such materials in writing prior to their use in promoting or communicating plan information. The cost of preparation and distribution of any plan member communication materials are to be provided at the Insurer's expense. This includes open enrollment costs (i.e., printing, preparation of packets, a supply of enrollment and change applications and Postage). In addition, Insurer shall make available to members a web site for the purpose of reviewing claim status, eligibility information, provider information etc.

3. Telephone Service Requirement

The County requires that the Insurer must provide a toll-free customer service phone number, the cost of which must be included in its quoted premium rates. Toll-free telephone service must be available, at a minimum, from 8:00 a.m. to 6:00 p.m. EST, Monday-Friday. The Insurer shall also maintain an after-hours answering system capable of collecting caller information. Members will not be placed on hold or wait in a queue for longer than 30 seconds without a reoccurring recorded message letting the person know that their call will be acknowledged. The maximum period of time a call may be placed on hold or wait in a queue should not exceed three (3) minutes, the average answer time should be 30 seconds or less, and the average abandonment rate should be no greater than 3% of all calls received. If the above performance goals are not met, the Insurer will be required to add additional staff, as necessary, to meet the required standards. The Insurer must utilize telephone technology capable of tracking call volume, as well as, the above performance targets. Sample reports of how the Insurer intends to report this information to the County should be included in your RFP response. Member Service Staff responding to incoming calls must have on-line technology at their desktop that allows them immediate access to member eligibility (preloaded) and the member's claims payment history. The County requires that inquiries be processed timely and accurately, and tracked on-line for inquiry resolution and follow-up, and data maintained historically for reporting purposes. The Insurer should provide a statement concerning proposed performance targets relative to timely and accurate processing of telephone inquiries, as well as, sample reports.

4. Account Executive (AE) Requirements

The Insurer shall provide an experienced AE and at least one (1) back-up staff member to handle the overall responsibility of the County program. The individual who serves as AE must be experienced in working with large accounts (3,000+ employees). Additionally, this representative must assist with program implementation and ongoing account support and must not be an AE to more than 10 larger employer accounts including the County (i.e., the AE can only represent nine other accounts in addition to the County). The AE does not need to have a clinical background; however, access to a clinical representative must be apparent in the team you organize for the County.

5. Meeting Requirements

The AE for the Insurer shall be available for quarterly management meetings (at least four (4) per year) with the County's staff. These meetings are sometimes on an ad-hoc basis, and the AE and Insurer need to be aware of this. At management meetings or any committee meetings, the AE or back-up staff member should be prepared to discuss any aspect of the program. Discussions may include an in-depth review of management reports and suggestions for program changes.

6. Rate/Guarantee Requirements

The basis for your premium rates should be as follows:

- a. Commissions or finder's fees are not payable under this contract.
 - b. Vendor's rates and fees must be guaranteed for the period January 1, 2022 - December 31, 2024 and in no event, will add-ons or changes be permitted during the term of the contract, except in the event of benefit modifications, which would materially affect the contractor's responsibilities.
 - c. Vendor's rates and fees must include your cost to develop, print and disseminate to all employees communication materials necessary to effectively implement and manage the voluntary benefit programs for the County. This communication material shall be subject to the County's advance approval.
 - d. All rates must be all inclusive, meaning, all necessary reports, any start-up rates and the cost of performing prior authorization services, etc. must be included.
 - e. No pass-through of costs will be permitted.
7. Insurer must respond to the County's inquiries within 24 hours. More comprehensive request for information and reports should be handled within 2-3 business days.
 8. Electronic submission is required for all payroll/eligibility files in HIPAA format as needed determined based on mutual agreement between the County and the Insurer.
 9. Insurer must facilitate new hire orientation and benefits meetings with employees at various County locations as required and assist with enrollment as necessary.
 10. Insurer agrees to process and apply premiums amounts based on the County's payroll file/payroll registers for each pay period and process adjustments accordingly.

D. Vendor Performance Guarantees All Plan Options

1. **ID Cards** - 98% of ID Cards will be produced and mailed within 10 days of receipt of complete and accurate eligibility information.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
2. **Fulton County Agreement** - Contract will be provided to the County at least 60 Days prior to the effective date.
 - a. **Dollar Amount of Penalty and Method of Measurement:** The County will assess a penalty of \$1,000 per day for each day beyond which the standard is not achieved.
3. **Satisfaction Survey** - Satisfactory result of at least 98% from Annual Member Satisfaction Survey.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured by results of the County's Member Satisfaction Surveys completed annually. For each full percentage point below the desired standard, the Insurer/TPA organization will be assessed a fee of \$5,000.
4. **Call Answering Time** The average answer time for all eligible persons' calls received will be within 30 seconds or less.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific member service call answer statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
5. **Call Abandonment Rate** - Not more than 3% of all eligible persons' calls will be abandoned.
 - a. **Dollar Amount of Penalty and Method of Measurement:** To be measured based on the County-specific abandonment statistics to be reported quarterly to the County. For each full percentage point below the standard, the Insurer/TPA will be assessed a fee of \$10,000 per quarter.
6. **Value Added Services** - Vendor agree to Health Advocacy, Medical Bill Saver and Telemedicine services, as part employees' Aflac plan enrollment at no additional cost. Service is to begin when coverage starts.

Critical Illness Plans

Benefit Provisions	\$5,000 Benefit	\$20,000 Benefit
Spouse Coverage	50% of Coverage Amount	50% of Coverage Amount
Child(ren) Coverage	50% of Coverage Amount	50% of Coverage Amount
Wellness Benefit	\$50 Per insured per calendar year	\$50 Per insured per calendar year
Additional Riders	Cancer Rider	Cancer Rider
Covered Conditions		
Heart Attack	100%	100%
Heart Transplant	100%	100%
Stroke	100%	100%
Aneurysm	n/a	n/a
Angioplasty/Stent	n/a	n/a
Coronary Bypass Graft	25%	25%
Coma	100%	100%
ESRD	100%	100%
Loss of Hearing	100%	100%
Loss of Speech	100%	100%
Loss of Vision	100%	100%
Major Organ Transplant	100%	100%
Paralysis	100%	100%
Bone Marrow Transplant	100%	100%
Advanced Multiple Sclerosis	100%	100%
Advanced Parkinson's	100%	100%
ALS/Lou Gehrig's	100%	100%
Advanced Alzheimer	100%	100%
Cancer Conditions		
Benign Brain Tumor	100%	100%
Invasive Cancer	100%	100%
Non-Invasive Cancer	25%	25%
Child Conditions		
Cerebral Palsy	100%	100%
Congenital Heart Disease	n/a	n/a
Cystic Fibrosis	100%	100%
Muscular Dystrophy	n/a	n/a
Spina Bifida	100%	100%
ADDITIONAL PROVISIONS		
Recurrence	100% of Original Benefit	100% of Original Benefit
Coverage Maximum EE or SP	No Benefit Maximum	No Benefit Maximum
Coverage Maximum Child(ren)	No Benefit Maximum	No Benefit Maximum
Group Coverage	Yes	Yes
Pre-Tax?	Yes	Yes
Guarantee Issue	All Guarantee Issue	All Guarantee Issue
Portability	Permanent Portability	Permanent Portability
Participation Requirement	None	None

Value Added Services



lifestyle solutions for health & wellbeing

For all participating employees



More than just peace of mind.

Health Advocacy from Health Advocate

You have 24/7 access to Personal Health Advocates who start helping from the first call:

- Find doctors, dentists, specialists, hospitals and other providers
- Schedule appointments, treatments and tests
- Resolve benefits issues and coordinate benefits
- Assist with eldercare issues, Medicare and more
- Help transfer medical records, lab results and X-rays
- Work with insurance companies to obtain approvals and clarify coverage



More than just cash benefits.

Medical Bill Saver™ from Health Advocate

Aflac already pays claims quickly. Now, with Medical Bill Saver™, Health Advocate professionals also help you negotiate medical bills not covered by health insurance:

- Just send in your medical and dental bills of \$400 or more
- They contact the provider to negotiate a discount
- Negotiations can lead to a reduction in out-of-pocket costs
- Once an agreement is made, the provider approves payment terms and conditions
- You get an easy-to-read personal Savings Result Statement, summarizing the outcome and payment terms

Value Added Services - continued



More than just care.

Telemedicine from MeMD

You can quickly connect with board-certified, U.S. licensed health providers online for 24/7/365 access to medical care — fast:

- Create your account at www.MeMD.me/Aflac
- When you have a health issue, log on and request a provider consultation
- You can request consultations via webcam, app or phone
- Get ePrescriptions,* referrals and more
- Use it for a range of health issues, from allergies and colds to medication refills
- \$25.00 per visit!

DID YOU KNOW?

You can also use Health Advocate's Health Advocacy and Medical Bill Saver™ services for your spouse, dependent children, parents and parents-in-law, while Telemedicine is available for you and your family.

Get more without spending more.

EXHIBIT D

PROJECT DELIVERABLES

All Contained in the Scope of Work

EXHIBIT E

COMPENSATION

COMPENSATION

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/ Contributions 100% employee paid which is full payment for a complete scope of work.

Rates listed below are per enrollment and funded in the entirety by the employee's payroll deductions.

Vendor shall agree to pay \$2,500 per year that the contract is in effect for communications and \$12,500 per year for additional subsidies to offset the County's cost of offering the aforementioned benefits to employees and the administration costs required.

Critical Illness Plans

EMPLOYEE MONTHLY RATES - AGE Banded	\$5,000 Benefit	\$20,000 Benefit
Under 25		
Employee Only	\$1.42	\$3.93
Employee + Spouse	\$2.31	\$5.73
Employee + Child(ren)	\$1.42	\$3.93
Employee + Family	\$2.31	\$5.73
25-29		
Employee Only	\$1.69	\$4.90
Employee + Spouse	\$2.72	\$7.16
Employee + Child(ren)	\$1.69	\$4.90
Employee + Family	\$2.72	\$7.16
30-34		
Employee Only	\$1.87	\$5.57
Employee + Spouse	\$2.29	\$8.15
Employee + Child(ren)	\$1.87	\$5.57
Employee + Family	\$2.29	\$8.15
35-39		
Employee Only	\$2.29	\$7.20
Employee + Spouse	\$3.60	\$10.49
Employee + Child(ren)	\$2.29	\$7.20
Employee + Family	\$3.60	\$10.49
40-44		
Employee Only	\$3.07	\$10.19
Employee + Spouse	\$4.75	\$14.79
Employee + Child(ren)	\$3.07	\$10.19
Employee + Family	\$4.75	\$14.79
45-49		
Employee Only	\$4.53	\$15.94
Employee + Spouse	\$6.83	\$22.95
Employee + Child(ren)	\$4.53	\$15.94
Employee + Family	\$6.83	\$22.95
50-54		
Employee Only	\$6.13	\$22.31
Employee + Spouse	\$9.16	\$32.20
Employee + Child(ren)	\$6.13	\$22.31
Employee + Family	\$9.16	\$32.20
55-59		
Employee Only	\$8.21	\$30.61
Employee + Spouse	\$12.11	\$43.99
Employee + Child(ren)	\$8.21	\$30.61
Employee + Family	\$12.11	\$43.99
60-64		

Employee Only	\$11.36	\$43.24
Employee + Spouse	\$16.65	\$62.21
Employee + Child(ren)	\$11.36	\$43.24
Employee + Family	\$16.65	\$62.21
65-69		
Employee Only	\$15.41	\$59.41
Employee + Spouse	\$22.51	\$85.59
Employee + Child(ren)	\$15.41	\$59.41
Employee + Family	\$22.51	\$85.59
70-74		
Employee Only	\$15.41	\$59.41
Employee + Spouse	\$22.51	\$85.59
Employee + Child(ren)	\$15.41	\$59.41
Employee + Family	\$22.51	\$85.59
75+		
Employee Only	\$15.41	\$59.41
Employee + Spouse	\$22.51	\$85.59
Employee + Child(ren)	\$15.41	\$59.41
Employee + Family	\$22.51	\$85.59

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Continental American Insurance Company on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

143994

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Group Underwriting

Title of Authorized Officer or Agent of Contractor

Eunice R. Holmes

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of July, 2021.

Notary Public: Jamita Harris

County: Richland

Commission Expires: 4/27/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Aflac is the insuring company for all proposed policies. No subcontractor or other company is involved. All services will be provided through licensed independent agents/brokers representing Aflac.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]**_____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This_____day of_____, 20____

(Notary Public)

(Seal)

Commission Expires

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Aflac Incorporated
1932 Wynnton Road
Columbus, Georgia 31999

Board of Directors

DANIEL P. AMOS Chairman and Chief Executive Officer; Aflac Incorporated	W. PAUL BOWERS Chairman and Chief Executive Officer of Georgia Power Co.	TOSHIHIKO FUKUZAWA Deputy President and Representative Director, Chuo-Nittochi Group Co., Ltd.; Chuo-Nittochi Co., Ltd.	THOMAS J. KENNY Former Partner and Co-Head of Global Fixed Income, Goldman Sachs Asset Management
GEORGETTE D. KISER Operating Executive, The Carlyle Group	KAROLE F. LLOYD Certified Public Accountant and retired Ernst & Young LLP audit partner	NOBUCHIKA MORI Representative Director, Japan Financial and Economic Research Co. Ltd.	JOSEPH L. MOSKOWITZ Retired Executive Vice President, Primerica, Inc.
BARBARA K. RIMER, DRPH Dean and Alumni Distinguished Professor, Gillings School of Global Public Health, University of North Carolina, Chapel Hill	KATHERINE T. ROHRER Vice Provost Emeritus, Princeton University	MELVIN T. STITH Dean Emeritus of the Martin J. Whitman School of Management at Syracuse University	

Stock Ownership

Beneficial Ownership of the Company's Securities

As of February 23, 2021, no person was the owner of record or, to the knowledge of the Company, beneficial owner of more than 5% of the outstanding shares of Common Stock or of the available votes of the Company other than as shown below.

Name and Address of Beneficial Owner	Title of Class Common Stock	Amount of Beneficial Ownership Shares	Amount of Beneficial Ownership Votes	Percent of Class	Percent of Available Votes
J&A Alliance Holdings Corporation* 1007 Fukoku Seimei Building 2-2-2 Uchisaiwai-cho, Chiyoda-ku Tokyo 100-0011, Japan	1 Vote Per Share	52,300,000	52,300,000	7.6	4.7
BlackRock, Inc.* 55 East 52nd Street New York, NY 10055	1 Vote Per Share	45,522,910	45,522,910	6.6	4.1
The Vanguard Group* 100 Vanguard Boulevard Malvern, PA 19355	1 Vote Per Share	59,888,649	59,888,649	8.7	5.4
State Street Corporation* State Street Financial Center One Lincoln Street Boston, MA 02111	1 Vote Per Share	34,135,472	34,135,472	5.0	3.1

* The above information is derived from Schedule 13G filings filed with the Securities and Exchange Commission, dated January 6, 2021, by J&A Alliance Holdings Corporation, dated January 29, 2021, by BlackRock, Inc., dated February 10, 2021, by The Vanguard Group, and dated February 12, 2021, by State Street Corporation. According to the Schedule 13G filings: J&A Alliance Holdings Corporation, has shared voting power with respect to 52,300,000 shares; BlackRock, Inc., has sole voting power with respect to 39,235,646 shares and sole dispositive power with respect to 45,522,910 shares; The Vanguard Group has shared voting power with respect to 1,080,868 shares, sole dispositive power with respect to 56,940,688 shares and shared dispositive power with respect to 2,947,961 shares; and State Street Corporation has shared voting power with respect to 30,600,239 shares and shared dispositive power with respect to 34,107,499 shares.

For additional information regarding Aflac's leadership, please visit [aflac.com > Our Company > Executive Management Team](https://www.aflac.com/about-aflac/our-company/management-team.aspx) <https://www.aflac.com/about-aflac/our-company/management-team.aspx>

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

As a provider of group voluntary benefits, Aflac the marketing name for Continental American Insurance Company (CAIC), brings the strength of our people, products and process.

A cornerstone is the primary foundation on which something is built. Our people are the cornerstone - the solid foundation upon which we build our business and relationships. Our people are committed to putting our customers first and continuously exceeding their needs and expectations. We know that we will be judged, not by what we say, but by what we do. So, we talk with and listen to our customers. We provide them with fast, easy access to the people and answers they need. In addition, we find opportunities in challenges. Our people work together to develop solutions that meet needs of customers, from product development to customized implementation and administration to efficient claims and customer services.

Our innovative worksite marketing products help bridge the gaps left by most employer provided insurance plans. We work with our customers to provide leading-edge supplemental products to enhance their offerings to employees and add value to their business. Aflac is nationally recognized for the quality of benefits, competitive pricing and special features. Because our products are on a group platform, they provide flexibility in the design, implementation and administration of benefits, consistent plan design and rates for multi-state employers, and exceptional value. From the enrollment process to handling claims, we work with our customers to ensure smooth transitions and easy workflows. By understanding the customer's business, we provide customized administrative solutions that truly meet their specific needs.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Your local Aflac service team is led by Doris Brackett. She will continue to provide the County and your employees with the dedicated, knowledgeable, and expedient customer service you've grown accustomed to over the years. Ms. Brackett has been an Aflac representative for over 40 years and has experience in the fields of managing Human Resources and Employee Benefits in public sector organizations. Ms. Brackett has unique qualifications to continue to provide the highest level of quality service to public sector clients. In these roles, she has negotiated and implemented employee benefit contracts, as well as cafeteria plans and flexible spending accounts. She has coordinated and led open enrollment in large public sector organizations smoothly and successfully. She has led initiatives to select, implement, and service many types of employee benefit plans. She is very familiar with public sector organizations, and is able to continue to collaborate closely with the County to successfully service your employees.

When the County initially joined the Aflac Family, Ms. Brackett developed a team of experienced servicing representatives to ensure the County's account remained properly serviced. Under Ms. Brackett's direction, these representatives as listed below will continue participating in the enrollment for the County:

- Wayne Brown
- Tierra Thomas
- Joseph Duckett
- Donald Lisby

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6th day of July, 2021


Continental American Insurance Company 7/6/2021
(Legal Name of Proponent) (Date)

 7/6/2021
(Signature of Authorized Representative) (Date)

Vice President, Group Underwriting
(Title)

Sworn to and subscribed before me,

This 14th day of July, 2021


(Notary Public) (Seal)



Commission Expires July 14th, 2021
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Certificate of Authority – Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Continental American Insurance Company (CAIC)

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Life, Accident, and Sickness

Professional License Number: 2000215

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: 7/6/2021

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **CONTINENTAL AMERICAN INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEBRASKA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

LIFE, ACCIDENT, AND SICKNESS

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2022**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 22, 2021

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000215
NAIC NUMBER: 71730

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Aflac is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Austin Rice Insurance DBA AFLAC
(BUSINESS NAME)

1030 Cambridge Square, Ste E, Alpharetta, GA 30009
(FULTON COUNTY BUSINESS ADDRESS)

Regional Sales Coordinator
(OFFICIAL TITLE OF AFFIANT)

Austin Rice
(NAME OF AFFIANT)

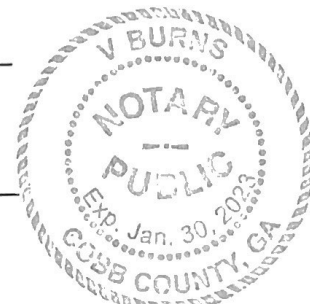
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 30th day of June, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires: 01/30/2023
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service, ☒ is **NOT** ☐ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)** ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other right and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor's Firm)

From: _____
(Name of Subcontractor's Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Email _____

Email _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

*Voluntary Worksite Benefits 2021***INSURANCE AND RISK MANAGEMENT PROVISIONS*****Voluntary Worksite Benefits***

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

*Voluntary Worksite Benefits 2021***3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY (E&O) Per Occurrence/Claim \$2,000,000/\$2,000,000
**Extended reporting period minimum 3 years. Policy shall be kept in force and uninterrupted for a period of thirty-six (36) months after completion of services. If coverage is discontinued for any reason during this 3 year term, contractor/vendor must procure and evidence full Extended Reporting Period (ERP) coverage.*

6. CYBER LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
**First party coverage - Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification*

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Voluntary Worksite Benefits 2021

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners,

Voluntary Worksite Benefits 2021

officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

Continental American
COMPANY: Insurance Company SIGNATURE: 

NAME: Eunice R. Holmes TITLE: Vice President, Group Underwriting

DATE: 7/6/2021

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Connie Whitmer PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: Connie.Whitmer@MarshMMA.com																					
INSURED Aflac Incorporated Attn: Enterprise Risk Management 1932 Wynnton Road Columbus, GA 31999	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Trav Cas & Surety Co of America A++ XV</td><td>24791</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Trav Cas & Surety Co of America A++ XV		24791	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Trav Cas & Surety Co of America A++ XV		24791																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability			107158045	10/05/2020	10/05/2021	\$2,000,000 Limit \$0 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP - 21RFP071321C-MH - Voluntary Worksite Benefits

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Purchasing Contract Compliance Dept
130 Peachtree Street, S.W Suite
1168
Atlanta, GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 9 – EXHIBITS

NO EXHIBITS

SECTION 10 – APPENDICES

No Appendices



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**REQUEST FOR PROPOSAL 21RFP071321C-MH
Voluntary Worksite Benefits
Group Short Term Disability**

For

FINANCE DEPARTMENT

Metropolitan Life Insurance Company (MetLife)

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Metropolitan Life Insurance Company

Consultant:

21RFP071321CMH

Contract No.:

1200 Abernathy Road NE, Building 600, Suite 1450

Address:

Atlanta, GA. 30328

City, State

770-407-2543

Telephone:

eryan@metlife.com

Email:

Edward Ryan, CEBS

Contact:

Senior Account Executive

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Metropolitan Life Insurance Company**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Finance Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide **Employee Worksite Benefits for Group Short Term Disability ("STD") Insurance**, which Consultant can provide and administer pursuant to a contract of insurance, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and can provide and administer Group Short Term Disability Insurance as provided in its proposal to County and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with the issued STD insurance documents and this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. The STD Policy

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise contained within the Agreement. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners. The issued STD insurance documents is made up of the group STD insurance policy, including its Exhibits; and the amendments and endorsements to the group STD insurance policy, if any (collectively, "STD Policy"). Contractor will issue the STD Policy to County and Certificates of Coverage under the STD Policy to participating employees. The STD Policy will govern and control all matters regarding the terms and conditions of the insurance and will supersede this Agreement with respect to those matters.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the issued STD Policy for matters of the insurance only; (2) the Agreement, 3) the RFP, 4) any Addenda, 5) change orders, 6) the exhibits, and 7) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC#21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Employee Voluntary Worksite Benefits for Group STD Insurance. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM**MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. In the event the County is responsible for funding all or any portion of premium under the STD Policy, the County will be obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2022, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2022. The Commencement Term shall be subject to events of termination and the County's rights to terminate this Agreement that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, in the event the County is responsible for funding all or any portion premium under the STD Policy, the County's obligation to

make such payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Renewal terms for employees opting for insurance coverages are as provided in the issued STD Policy. Notwithstanding the foregoing, unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year renewal terms ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

f. Termination and Renewal of Insurance Documents Is Distinct.

This Article 9 pertains to the rights and obligations of the Parties related to this Agreement, and does not modify or impact the rights and obligations of the Parties with regard to the termination or renewal of the insurance documents included within the STD insurance policy.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. To the extent required by law, Consultant will continue to provide insurance to participating employees under the STD Policy pursuant to and in accordance with the terms and conditions of such applicable law. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government. To the extent required by law, Consultant will continue to provide insurance to participating employees under the STD Policy pursuant to and in accordance with the terms and conditions of such applicable law.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall as reasonably possible cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not

under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged

infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person

may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that the content of any reports developed or prepared for the County under this Agreement are for the confidential information of County and that, except as required by law or regulation, it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto for the County under this Agreement shall become the property of the County and be delivered (if not delivered previously) to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted for the County under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared for the County under this Agreement, except for those portions of such materials that include pre-existing, independently created or third-party intellectual property ("County Information"). Consultant or any sub-consultant is not allowed to use or sell any County Information subject to this contract for educational,

publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files provided by the County for use in connection to this Agreement, which are by definition, any custom software files provided by the County and used in connection to this Agreement, (collectively, the "Software"), shall be returned to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software made available by Consultant to County for use in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any County Information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement that is insured-facing or permit such subcontracted work to be further subcontracted without prior written approval of County, such approval not to be unreasonably withheld or delayed. Where applicable, Consultant shall ensure all subcontractors are bound by all federal and state law obligations that apply to Consultant, including but not limited to the Equal Employment Opportunity Act, the Americans with Disabilities Act, Title VI, the Health Insurance Portability and Accountability Act, and the HI-TECH Act.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County, such consent not to be unreasonably withheld or delayed. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and, where applicable, shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to reasonably audit and examine and make copies, excerpts or transcripts from such records relating to Consultant's provision and administration of insurance ("Information"), as permitted by applicable laws and regulations. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all records in accordance with Georgia records retention laws applicable to insurers.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-7639
Email: Verna.Thomas@fultoncountyga.gov
Attention: **Verna Thomas**

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Metropolitan Life Insurance Company
1200 Abernathy Road, NE Building 600, Suite 1450
Atlanta, GA. 30328
Telephone: 770-407-2543
Email: eryan@metlife.com
Attention: **Edward Ryan, CEBS Senior Account Executive**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will include similar language relating to compliance with Equal Employment Opportunity laws in contracts with its subcontractors as appropriate.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant for the County and in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit payments in accordance with the terms of the STD Policy. For the calculation of premium rates payments, Consultant shall submit the deductions template to the County, which the County will populate and provide monthly to match the employee enrollment details. The County will send amounts deducted from the employee payroll to the Consultant on or around the date of the biweekly payroll run. The Consultant shall check that the enrollment and deducted amounts match their ledger and promptly inform the County if any discrepancies are noted. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

County's Right to Withhold Payments: County's Right to Withhold Payments: The County may withhold payments for invoices or portions of invoices that the County believes are in error or not sufficiently supported by evidence. Payments withheld by the County will be released and paid to the Consultant when and if the records are supplemented or corrected to the satisfaction of the County.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable

and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, in the event the County is responsible for funding all or any portion of premium under the STD Policy, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if the County is responsible for funding all or any portion of premium under the STD Policy and sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

**METROPOLITAN LIFE INSURANCE
COMPANY**

DocuSigned by:

Peter Briend

Peter Briend, Assistant VP
National Accounts – Group Benefits

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



DocuSigned by:

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Jennifer Culler

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

Finance Director

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0658C RM: 9/1/2021
REGULAR MEETING

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.
200 Park Avenue, New York, NY 10166

Please see the attached lists of Executive Officers and their anticipated roles. None of the Executive Officers listed have ownership interests.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

General Development

Over the years, we have found strategic opportunities to grow our business throughout the world. From time to time, we have also divested businesses that no longer fit within our long-term strategy. If and when a transaction occurs, information is released to the public when appropriate. When we have a transaction of material size, we assemble a dedicated team to manage the transaction, ensuring minimal impact to our regular day-to-day activities.

Following is our acquisition and divestiture activity over the past five years:

January 2021

We acquired Versant Health, which owns several well-established brands in the Vision marketplace including Davis Vision and Superior Vision.

June 2020

We acquired Willing, an estate planning business.

January 2020

We acquired PetFirst Healthcare, LLC, a fast-growing pet insurance administrator in the United States.

September 2017

We acquired Logan Circle Partners, the traditional fixed-income asset management business of Fortress Investment Group.

August 2017

We completed the separation of Brighthouse Financial, Inc. on August 4th. On August 7th, Brighthouse Financial, Inc. commenced trading on NASDAQ.

July 2016

We sold MetLife Premier Client Group (MPCG) to MassMutual.

Recent Voluntary Benefit Enhancements

We are continuously evolving our supplemental health product lines to be more flexible in the ever-changing market, to accommodate industry specific needs, to drive employee value and to keep benefits easy to use. Improvements include adding more immediate value benefits like coverage for lesser degrees of diseases, reducing waiting periods and providing benefits for items that may occur more frequently.

We recently filed a new Critical Illness product. We are developed clear, concise definitions and benefit provisions that will help streamline the claim process. Our goal is to offer a broader array of covered conditions as well as increased plan design flexibility. In addition, we enhanced our Health Screening Benefit to include more tests and allow for more variability.

Recent Disability Enhancements

Over the past several years, we have invested in system upgrades designed to increase the performance and stability of our technology platforms and development projects to drive claim and customer service improvements.

We continuously invest in the improvement of our claim management systems to improve claim management accuracy, enhance productivity and ensure that we are compliant with all federal, state and local regulatory changes.

We also invest in the improvement of our Web portal capabilities to bring new self-service options and capabilities to our customers.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Since January 1, 2020, MetLife has been providing Life and Long Term Disability insurance to Fulton County and their employees and we regularly interact with the benefits team and employees in the administration of their benefits plan.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

Various litigation, claims and proceedings against the Company have arisen in the course of the Company's business, including, but not limited to, in connection with its activities as an insurer, employer, investor, investment advisor and taxpayer. Further, state insurance regulatory authorities and other federal and state authorities regularly make inquiries and conduct investigations concerning the Company's compliance with applicable insurance and other laws and regulations. MetLife, Inc.'s 10K contains a discussion of a number of litigation, claims and regulatory matters. We believe the matters noted therein will not interfere with us providing you quality service and support and we would be pleased to address any specific questions you may have.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:

YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.


Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 7th day of July, 2021

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc. July 7, 2021
(Legal Name of Proponent) (Date)


Michael McDermott July 7, 2021
(Signature of Authorized Representative) (Date)

Authorized Person
(Title)

Sworn to and subscribed before me,

This 7th day of July, 2021


(Notary Public)

ASHLEY L PEYTON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50137916
(Seal)
MY COMMISSION EXPIRES SEPTEMBER 25, 2025



Commission Expires 25 Sept 2025
(Date)

Fulton County

MetLife's Executive Officers

Khalaf, Michel A.

President and Chief Executive Officer

Debel, Marlene

Executive Vice President and Chief Risk Officer

Gauster, Stephen W.

Executive Vice President and General Counsel

Goulart, Steven J.

Executive Vice President and Chief Investment Officer

McCallion, John D.

Executive Vice President and Chief Financial Officer

Oliver, Lyndon

Executive Vice President and Treasurer

Ostijn, Dirk

Senior Vice President, EMEA

Pappas, Bill

Executive Vice President and Head of Global Technology and Operations

Pina, Jeanette

Senior Vice President and head of U.S. and Latin America Compliance

Podlogar, Susan

Executive Vice President and Chief Human Resources Officer

Ponnavolu, Kishore

President, Asia

Fulton County

Ring, Timothy J.
Legal Affairs, Corporate Secretary

Tadros, Ramy
President, U.S.

Fulton County

MetLife Consumer Services, Inc.'s Executive Officers

Ryan-Reid, Meredith

President and Chairman of the Board

Buford, Kelli

Secretary

Connery, Charles

Vice President and Treasurer

Guardado, Lorene (Lori)

Assistant Vice President

Hirschberg, Alan

Vice President

Klotzbach, Michelle

Assistant Vice President

McClain, Aaron

Vice President and Tax Officer

Phelps, Heather

Senior Vice President

Plohr-Memming, Missy

Vice President

Richardson, Dawn

Assistant Secretary

Fulton County

MetLife Legal Plans, Inc.'s Executive Officers

Tolentino, Ingrid

Chief Executive Officer

Borer, Kris

Chief Technology Officer

Elder, Roger

General Counsel

Godlewski, Claire

Chief Administration Officer

Medina, Eliam

Vice President of MetLife Legal Plans Customer Experience

Stoddard, Loi

Vice President of MetLife Legal Plans Group Product and Strategy

Surtel, Felicia

Vice President and Chief Financial Officer

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Performing work as: Prime Contractor x Subcontractor/Sub-Consultant

Professional License Type: Corporation

Professional License Number: Metropolitan Life Insurance Company: H857144
MetLife Consumer Services, Inc.: 09082194
MetLife Legal Plans, Inc.: 20032979

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Michael McDermott, Authorized Person

Date: July 7, 2021

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/30/2021 20:50:07

BUSINESS INFORMATION

BUSINESS NAME : METROPOLITAN LIFE INSURANCE COMPANY
CONTROL NUMBER : H857144
BUSINESS TYPE : Foreign Insurance Company
JURISDICTION : New York
ANNUAL REGISTRATION PERIOD : 2021, 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 JEANNETTE PINA Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 JOHN MCCALLION CFO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 MICHEL KHALAF CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
 TIMOTHY RING Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 JOHN MCCALLION CFO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
 MICHEL KHALAF CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/29/2020 17:39:17

BUSINESS INFORMATION

BUSINESS NAME : METLIFE CONSUMER SERVICES, INC.
CONTROL NUMBER : 09082194
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2020, 2021, 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
CHUCK CONNERY CFO ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MARLENE DEBEL CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
ROBERT RAPHAEL Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER **TITLE** **ADDRESS**
CHUCK CONNERY CFO ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MEREDITH RYAN-REID CEO 200 PARK AVENUE, NEW YORK, NY, 10166, USA
KELLI BUFORD Secretary 200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/05/2021 13:53:56

BUSINESS INFORMATION

BUSINESS NAME : MetLife Legal Plans, Inc.
CONTROL NUMBER : 20032979
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER TITLE ADDRESS
Felicia Surtel CFO 1111 Superior Avenue, Cleveland, OH, 44114, USA
Ingrid Tolentino CEO 1111 Superior Avenue, Cleveland,, OH, 44114, USA
Stephanie Doncov Secretary 200 Park Avenue, New York, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett
OFFICER TITLE ADDRESS
Felicia Surtel CFO 1111 Superior Avenue, Cleveland, OH, 44114, USA
Ingrid Tolentino CEO 1111 Superior Avenue, Cleveland,, OH, 44114, USA
Stephanie Doncov Secretary 200 Park Avenue, New York, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Roger Elder
AUTHORIZER TITLE : Authorized Person

^{NJ}
STATE OF GEORGIA
COUNTY OF FULTON *CAPE MAY*

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

(BUSINESS NAME)

1200 Abernathy Road NE, Building 600, Suite 1450, Atlanta, GA 30328

(FULTON COUNTY BUSINESS ADDRESS)

Authorized Person

(OFFICIAL TITLE OF AFFIANT)

Michael McDermott

(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 7th day of July, 2021


(Notary Public)

ASHLEY L PEYTON

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50137916

MY COMMISSION EXPIRES SEPTEMBER 25, 2025

Commission Expires: 25 Sept 2025

(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Michael McDermott),
Name

Authorized Person
Title

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc.
Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) Upon reasonable suspicion of noncompliance, that ~~That~~ the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Michael McDermott

TITLE: Authorized Person

SIGNATURE: 

ADDRESS: 200 Park Avenue, New York, NY 10166

PHONE NUMBER: 770-407-2522*

EMAIL: wbeine@metlife.com*

*William Beine, Senior Account Executive

Fulton County

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. Good Faith Effort Fulton County RFP# 21-RFP071321C-MH Voluntary Worksite Benefits

Equal Business Opportunity Plan

Diverse business participation within MetLife's supply chain is a major focus of our supplier diversity business strategy. We continually seek opportunities to engage with certified suppliers qualified as MBE, FBE/WBE, LGBT, DVBE, DOBE and Small Business classifications recognized by the federal government.

MetLife's commitment to working with diverse business enterprises is fueled by the realization that we can benefit from the innovation and creativity of diverse business partners in many of the same ways that we benefit from the diversity of our own workforce. The program strives to introduce partnerships and sustain relationships with diverse business partners promoting their long-term economic growth. Through the program, MetLife implements aggressive sourcing initiatives that provide diverse businesses with equal opportunity to become trusted suppliers of MetLife.

Potential opportunities for the participation of diverse suppliers in support of Fulton County may focus on print and distribution of collateral materials. Other areas that may result in a practicable opportunity going forward are services such as: Benefit Fair/Enrollment Services; Marketing Consultation; and Employee Communication.

MetLife's Supplier Inclusion and Development Program drives the growth of diverse businesses. We are invested in our commitment to foster a direct connection with diverse suppliers supported by our membership in organizations including WBENC, NMSDC, NGLCC, NVBDC and Disability: IN. To drive that commitment, MetLife is involved in the following:

- Exhibiting at national and regional business opportunity fairs to cultivate relationships with diverse businesses and understand how their value proposition benefits MetLife
- Benchmarking Supplier Diversity best practices and leverage referral opportunities with world class organizations as members of financial services industry groups
- Designing and delivering workshops and seminars for diverse business owners to benefit from our position and industry knowledge as the leader in financial services and insurance
- Developing and deploying training and communications materials to the procurement and line of business teams on the importance of the utilization of diverse suppliers
- Partnering with MetLife National Accounts in private and public sector markets to strengthen our supplier diversity leadership position

Determination of Good Faith Efforts

In compliance with Fulton County Code Section §102-426, MetLife has provided written documentation of email outreach to Interprint Communications (WBE certified by the State of GA – UCP Directory listing) as a potential provider of print and distribution of collateral materials for this solicitation if a practicable opportunity arises. The email communication requested the supplier's willingness to partner

Fulton County

with MetLife if awarded the business with Fulton County. Interprint Communications and MetLife are open to exploring opportunities to work together when feasible. Please note the attachment below of the email communication - "*MetLife outreach to Interprint Communications_WBE*".

Outreach from MetLife regarding Interprint Communications: Fulton County RFP



Darago, Sue
To: 'Monica Maldonado'
Cc: 'afails@ok2print.com'

This message was sent with High importance.

Reply Reply All Forward

Thu 7/1/2021 10:50 AM

Hello Monica,

I hope you have been well and will find time to relax over the July 4th weekend.

MetLife is responding to an RFP for Fulton County for worksite voluntary benefits for County employees. We are confident that MetLife can provide the best option for the County's employees and, if awarded the business, we would like to partner with Interprint Communications to meet requirements for print and distributions of collateral materials when there is a viable opportunity.

We are leveraging Interprint's certification with the State of Georgia (UCP Directory). I'm comfortable that you are listed in the directory to confirm current certification, but do you have an attachment of certification that you can share so I have one on file? State of GA and/or any other certifications you think important for us to have on file. (I can access your WBENC file from their website.)

We are appreciative of your past willingness to partner with MetLife and I'm hopeful that your recent discussions with Global Procurement will have a positive outcome.

If you are interested in working with MetLife if we're awarded business with Fulton County, please respond positively to this email.

Best regards,

Sue Darago

Sue Darago | Sr. Supplier Diversity Consultant | MetLife Global Procurement
501 Route 22, Bridgewater, NJ 08807 M: 908-635-4323 | sdarago@metlife.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

ITB/RFP Name & Number: Voluntary Worksite Benefits, 21RFP071321C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification. (Check the appropriate box/es)**

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not applicable.

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

Please note: MetLife will deliver the insurance product(s) by engaging experienced MetLife associates focused on customer service excellence. MetLife will review subcontracting opportunities to engage with minority and women-owned businesses over the length of the contract with Fulton County.

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

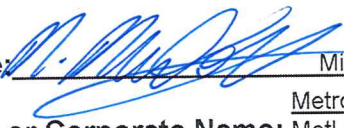
SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** Authorized Person

Business or Corporate Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Address: 200 Park Avenue, New York, NY 10166

Telephone: (770) 407-2522*

Fax Number: () Not available.

Email Address: wbeine@metlife.com*

*William Beine, Senior Account Executive



YOUR BENEFIT PLAN

Fulton County Government

All Actively at Work full-time and part-time employees who are working 20 or more hours per week in the U.S., excluding temporary, leased or seasonal employees

Disability Income Insurance: Short Term Benefits

Certificate Date: January 1, 2022

Fulton County Government
141 Pryor St. SW, Suite 7001
Atlanta, GA 30303

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Fulton County Government



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

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Fulton County Government

Group Policy Number: 126697-1-G

Type of Insurance: Disability Income Insurance: Short Term Benefits

MetLife Toll Free Number(s):
For Claim Information FOR DISABILITY INCOME CLAIMS: 1-866-729-9201

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

For New Hampshire Residents: 30 Day Right to Examine Certificate.

Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: Johnstown_Complaint_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown_Complaint_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico

This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

**METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904**

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013**

WEBSITE: <http://www.insurance.ca.gov/>

**1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

NOTICE FOR RESIDENTS OF CONNECTICUT

MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance

Consumer Affairs

700 West State Street, 3rd Floor

PO Box 83720

Boise, Idaho 83720-0043

1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance

Consumer Services Division

311 West Washington Street, Suite 300

Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You or any person authorized to act on Your behalf may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Disability Income Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF MISSISSIPPI**FILING A DISABILITY INCOME INSURANCE CLAIM**

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than:

- 14 days with respect to Disability Income Insurance: Short Term Benefits; and
- 12 weeks, with respect to Disability Income Insurance: Long Term Benefits

after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, the following should be sent to Us:

- notice of claim within 30 days of the date of loss; and
- the required Proof within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1

A claimant may give Us notice by calling Us at the toll-free number shown in the Certificate Face Page within 30 days of the date of a loss.

Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

The claimant must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible; and, in no event, except in the absence of legal capacity, later than 1 year after the date Proof is otherwise required.

Subject to due Written Proof of loss, all accrued benefits for loss for which this certificate provides periodic payment will be paid as follows:

- Weekly, with respect to Disability Income Insurance: Short Term Benefits;
- Monthly, with respect to Disability Income Insurance: Long Term Benefits.

Any balance remaining unpaid upon the termination of liability will be paid within thirty (30) days after receipt of due Written Proof.

Any benefit due and not paid within 30 days of our receipt of Proof will accrue interest at the rate of three percent (3%) per month on the amount due, until the claim is finally settled or adjudicated.

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

Subject to the Time Limit on Legal Actions provision, if We do not pay benefits when due and payable You may bring an action to recover such benefits, any interest which has accrued with respect to such benefits, and any other damages which may be allowed by law. If it is determined in such action that We acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, You or the health care provider shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 1. the date Your Disability started;
 2. the cause of Your Disability;
 3. the prognosis of Your Disability;
 4. the continuity of Your Disability; and
- Your application for:
 - Other Benefit Sources;
 - Federal Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
- any and all medical information, including but not limited to:
 1. x-ray films; and
 2. photocopies of medical records, including:
 - a) histories,
 - b) physical, mental or diagnostic examinations; and
 - c) treatment notes; and
- the names and addresses of all:
 1. physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 2. hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
 3. pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Bureau of Insurance
Life and Health Division
P.O. Box 1157
Richmond, VA 23218-1157
1-804-371-9691 - phone
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
BureauOfInsurance@scc.virginia.gov - email

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

NOTICE FOR RESIDENTS OF WEST VIRGINIA

FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	22
DEFINITIONS	24
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU	28
Eligible Classes	28
Date You Are Eligible for Insurance	28
Enrollment Process	28
Date Your Insurance That Is Part Of The Flexible Benefits Plan Takes Effect	28
Date Your Insurance Ends	30
SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME	
INSURANCE	31
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	33
For Family And Medical Leave	33
At The Policyholder's Option	33
EVIDENCE OF INSURABILITY	34
DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS	35
DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT	37
DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT ...	39
DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END	40
DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS	41
DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS	42
DISABILITY INCOME INSURANCE: EXCLUSIONS	43
FILING A DISABILITY INCOME INSURANCE CLAIM	44
GENERAL PROVISIONS	46
Assignment	46
Disability Income Benefit Payments: Who We Will Pay	46
Entire Contract	46
Incontestability: Statements Made by You	46
Misstatement of Age	47
Conformity with Law	47
Physical Exams	47
Autopsy	47
Overpayments for Disability Income Insurance	47
Lien and Repayment	48

SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT**BENEFIT AMOUNT AND HIGHLIGHTS****Disability Income Insurance For You: Short Term Benefits****For Option 1:**

Weekly Benefit..... 60% of the first \$3,333 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

Maximum Weekly Benefit..... \$2,000

Minimum Weekly Benefit..... 10% of the Weekly Benefit before reductions for Other Income Benefits or \$25, whichever is greater. The Minimum Weekly Benefit is subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.

Elimination Period..... **For Injury**

- 7 days of Disability

For Sickness

- 7 days of Disability

Maximum Benefit Period:

For Injury and Sickness 25 weeks

For Disability Due to a Pre-Existing Condition..... 4 weeks

Rehabilitation Incentives..... Yes

For Option 2:

Weekly Benefit..... 60% of the first \$3,333 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

Maximum Weekly Benefit..... \$2,000

Minimum Weekly Benefit..... 10% of the Weekly Benefit before reductions for Other Income Benefits or \$25, whichever is greater. The Minimum Weekly Benefit is subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.

SCHEDULE OF BENEFITS (continued)

Elimination Period..... **For Injury**

- 29 Days of Disability

For Sickness

- 29 Days of Disability

Maximum Benefit Period:

For Injury and Sickness 22 weeks

For Disability Due to a Pre-Existing
Condition..... 4 weeks

Rehabilitation Incentives..... Yes

DEFINITIONS

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

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Disability Income Insurance: Short Term Benefits.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
 - You are, unable to earn more than 80% of Your Predisability Earnings at Your Own Occupation for any employer; and
 - unable to perform each of the material duties of Your Own Occupation for any employer.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;

DEFINITIONS (continued)

4. sharing a primary residence with the other; and
5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Own Occupation means the occupation You routinely perform that provides the primary source of Your earned income. In determining your Own Occupation, We will look at Your occupation as it is normally performed instead of how it is performed for any specific employer or in any specific location.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

DEFINITIONS (continued)

Predisability Earnings means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began, subject to any increase or decrease in insurance as described in the ELIGIBILITY PROVISIONS: INSURANCE FOR YOU, Increase in Insurance and Decrease in Insurance provisions. We calculate this amount on a weekly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
 - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - an executive non-qualified deferred compensation arrangement; and
 - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

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

DEFINITIONS (continued)

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

We, Us and **Our** mean MetLife.

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

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Actively at Work full-time and part-time employees of the Policyholder who are working 20 or more hours per week in the U.S., excluding temporary, leased or seasonal employees.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2022, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2022 You will be eligible for insurance on the first day of the month following the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for:

- Disability Income Insurance: Short Term Benefits;

only when You are first eligible or during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, the benefit will take effect on the date We state in Writing, provided You are Actively at Work on that date. does not require evidence of Your Insurability.

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period, as determined by the Policyholder, following the date You first became eligible. At that time You will be able to enroll for insurance for which You are then eligible.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Enrollment During An Annual Enrollment Period

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an annual enrollment period will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date an amount of insurance would otherwise take effect, that amount of insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

Under the rules of the flexible benefit plan, You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child;
- divorce, legal separation or annulment; or
- the death of a dependent.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the date of Your request, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Increase in Insurance

An increase in insurance due to an increase in Your earnings will take effect on the date of the increase in Your earnings.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Decrease in Insurance

A decrease in insurance due to a decrease in Your earnings will take effect on the date of change.

If You make a Written request to decrease Your insurance, that decrease will take effect as of the date of Your Written request.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the Policyholder's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

Reinstatement of Disability Income Insurance

If Your insurance ends, You may become insured again as follows:

1. If Your insurance ends because:

- You cease to be in an eligible class; or
- Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:

- The end of the period of leave You and the Policyholder agreed upon; or
- The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

The following rules will apply if this Disability Income Insurance:

- replaces a plan of group disability income coverage provided to You by the Policyholder; or
- replaces a Prior Plan of group disability income coverage provided to You by a former employer; when the replacement results from the Policyholder's acquisition of, merger with or other combination with that employer.

Prior Plan means the plan of group disability income coverage that was provided to You by the Policyholder or the former employer on the day before the Replacement Date, and is being replaced by this insurance.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- **If You are Actively at Work on the day before the Replacement Date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- **If You are not Actively at Work on such date because you are Disabled, and the Prior Plan that You were covered under on the day before the Replacement Date was an insured plan**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date. However, if the Prior Plan that You were covered under on the day before the Replacement Date was a self-funded plan, You will become insured for Disability Income Insurance under this certificate on the date You return to Active Work.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
- the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- **If You are not Actively at Work on such date for any other reason**, You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work, provided however, if You are on a Policyholder approved leave of absence on the Replacement Date, You will become insured for Disability Income Insurance on the Replacement Date. However, Your insurance under this certificate will end on the date Your approved leave of absence ends if You do not return to Active Work on such date.

Rules for When Insurance Takes Effect if You were Not Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

Rules for Pre-existing Conditions

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this certificate, but would not have been due to a pre-existing condition under the Prior Plan, We will pay a benefit equal to the lesser of:

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

- the benefit amount under this certificate; or
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a pre-existing condition under the Prior Plan, it will be treated as having been caused by a Pre-existing Condition under this certificate.

Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 3 months;
2. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 1 month;

For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

3. for the period You cease Active Work in an eligible class due to a leave of absence for military service; provided You meet the following requirements:
 - Your leave is approved by the Policyholder and is scheduled to last less than 3 months;
 - Your written request for continuation of coverage under this plan is approved by Us; and
 - Your premium continues to be paid.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a late request for Disability Income Insurance: Short Term Benefits. A late request is one made after You were first eligible to enroll for Disability Income Insurance: Short Term Benefits and You did not enroll for such insurance during such period.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Disability Income Insurance: Short Term Benefits.

The evidence of insurability is to be given at Your expense.

DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Weekly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Weekly Benefit one week after the date benefits begin to accrue. We will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/7th of the Weekly Benefit payable.

We will pay Weekly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Weekly Benefits, You will be required to continue to pay for the cost of any disability income insurance defined as Contributory Insurance.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, We will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 60 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

REHABILITATION INCENTIVES

Rehabilitation Program Incentive

If You participate in a Rehabilitation Program, We will increase Your Weekly Benefit by an amount equal to 10% of the Weekly Benefit. We will do so before We reduce Your Weekly Benefit by any Other Income.

DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS (continued)**Work Incentive**

If You work while You are Disabled and receiving Weekly Benefits, Your Weekly Benefit will be adjusted as follows:

- Your Weekly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Weekly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Weekly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability. In addition, the Minimum Weekly Benefit will not apply.

Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to \$100 for weekly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:
 - living with You as part of Your household;
 - dependent on You for support; and
 - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:
 - living with You as part of Your household;
 - chiefly dependent on You for support; and
 - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

We will make reimbursement payments to You on a weekly basis starting with the 4th Weekly Benefit payment. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
 - any state, public or federal employee retirement or disability plan, including State Teachers Retirement System (STRS); Public Employee Retirement System (PERS) or Federal Retirement System (FERS). You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan; or
 - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions;
3. any income received for disability under:
 - a group insurance policy to which the Policyholder has made a contribution, such as:
 - benefits for loss of time from work due to disability;
 - installment payments for permanent total disability;
 - a no-fault auto law for loss of income, excluding supplemental disability benefits;
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
 - any sick pay, vacation pay or other salary continuation that the Policyholder pays to You;
 - unemployment insurance law or program;
 - any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Weekly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source; and
 - recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.
4. any government compulsory paid family leave program;
5. any employer sponsored paid family leave program.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR GOVERNMENT COMPULSORY BENEFIT PLAN OR PROGRAM OR STRS, PERS OR FERS OR OTHER PUBLIC EMPLOYEE RETIREMENT OR DISABILITY BENEFIT PLAN OR PROGRAM

If there is a reasonable basis for You to apply for benefits under a government compulsory plan or program or a federal, state or other public employee retirement or disability plan or program, including a STRS, PERS or FERS Retirement System, We expect You to apply for such benefits.

1. With respect to Government Compulsory Benefit Plans or Programs or STRS, PERS, FERS Benefit Plans or Programs, or to apply means to pursue such benefits through all applicable levels of appeal provided under such benefit plans or programs. You must, within 4 weeks following the date You become Disabled:
 - send Us Proof that You have applied for benefits under such plans or programs; and
 - sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)

If You do not satisfy the above requirements, We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plan or programs.

2. With respect to STRS, PERS or FERS benefit a government compulsory benefit plan or program, or if You do receive approval or final denial of Your claim for such benefits, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescription medication or had medications prescribed;

in the 3 months before Your insurance under this certificate takes effect.

We will limit the number of benefit payments We make for a Disability that results from a Pre-existing Condition if Your Elimination Period starts before the earlier of the date You:

- have not received medical treatment, consultation or services for the Pre-existing Condition for 3 consecutive months following the date Your Disability insurance takes effect under this certificate; or
- have been Actively at Work for 12 consecutive months after the date Your Disability insurance takes effect under this certificate.

Please refer to the Maximum Benefit Period provision in the SCHEDULE OF BENEFITS.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

We will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

FILING A DISABILITY INCOME INSURANCE CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 14 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When You file an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1

You may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2

We will send a claim form to You and explain how to complete it. You should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When You receive the claim form You should fill it out as instructed and return it with the required Proof described in the claim form. If You do not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

You must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 - the date Your Disability started;
 - the cause of Your Disability;
 - the prognosis of Your Disability;
 - the continuity of Your Disability; and
 - Your application for:
 - Other Benefit Sources;
 - Federal Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
 - Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
 - any and all medical information, including but not limited to:

FILING A DISABILITY INCOME INSURANCE CLAIM (continued)

- x-ray films; and
- photocopies of medical records, including:
- histories,
- physical, mental or diagnostic examinations; and
- treatment notes; and
- the names and addresses of all:
 - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
 - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We 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. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest Disability Insurance after it has been in force for 2 years during Your life. In addition, We 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 Your life.

GENERAL PROVISIONS (continued)

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

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

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

GENERAL PROVISIONS (continued)**Lien and Repayment**

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

**THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.**

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return to Work Services

As a covered employee you are automatically eligible to participate in our Return to Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.

There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. Labor Market Surveys

Studies to find jobs available in the national economy that would utilize your abilities and skills. Also identify your earning potential for a specific occupation.

3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

4. Job Modifications

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or modifications to help you perform the previous job or a similar vocation.

5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return to Work Program Staff

The Case Manager handling your claim will coordinate return to work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return to work plan.



Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.

Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, Inc. ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may

have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**REQUEST FOR PROPOSAL 21RFP071321C-MH
Voluntary Worksite Benefits
Group Short Term Disability**

For

FINANCE DEPARTMENT

Metropolitan Life Insurance Company (MetLife)

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Metropolitan Life Insurance Company

Consultant:

21RFP071321CMH

Contract No.:

1200 Abernathy Road NE, Building 600, Suite 1450

Address:

Atlanta, GA. 30328

City, State

770-407-2543

Telephone:

eryan@metlife.com

Email:

Edward Ryan, CEBS

Contact:

Senior Account Executive

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Metropolitan Life Insurance Company**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Finance Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide **Employee Worksite Benefits for Group Short Term Disability ("STD") Insurance**, which Consultant can provide and administer pursuant to a contract of insurance, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and can provide and administer Group Short Term Disability Insurance as provided in its proposal to County and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with the issued STD insurance documents and this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. The STD Policy

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise contained within the Agreement. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners. The issued STD insurance documents is made up of the group STD insurance policy, including its Exhibits; and the amendments and endorsements to the group STD insurance policy, if any (collectively, "STD Policy"). Contractor will issue the STD Policy to County and Certificates of Coverage under the STD Policy to participating employees. The STD Policy will govern and control all matters regarding the terms and conditions of the insurance and will supersede this Agreement with respect to those matters.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the issued STD Policy for matters of the insurance only; (2) the Agreement, 3) the RFP, 4) any Addenda, 5) change orders, 6) the exhibits, and 7) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 1, 2021, BOC#21-0658.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Employee Voluntary Worksite Benefits for Group STD Insurance. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. In the event the County is responsible for funding all or any portion of premium under the STD Policy, the County will be obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2022, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2022. The Commencement Term shall be subject to events of termination and the County's rights to terminate this Agreement that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, in the event the County is responsible for funding all or any portion premium under the STD Policy, the County's obligation to

make such payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Renewal terms for employees opting for insurance coverages are as provided in the issued STD Policy. Notwithstanding the foregoing, unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year renewal terms ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

f. Termination and Renewal of Insurance Documents Is Distinct.

This Article 9 pertains to the rights and obligations of the Parties related to this Agreement, and does not modify or impact the rights and obligations of the Parties with regard to the termination or renewal of the insurance documents included within the STD insurance policy.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project is a Voluntary Benefit Plan Premiums/Contributions 100% employee paid which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. To the extent required by law, Consultant will continue to provide insurance to participating employees under the STD Policy pursuant to and in accordance with the terms and conditions of such applicable law. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government. To the extent required by law, Consultant will continue to provide insurance to participating employees under the STD Policy pursuant to and in accordance with the terms and conditions of such applicable law.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall as reasonably possible cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not

under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged

infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person

may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that the content of any reports developed or prepared for the County under this Agreement are for the confidential information of County and that, except as required by law or regulation, it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto for the County under this Agreement shall become the property of the County and be delivered (if not delivered previously) to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted for the County under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared for the County under this Agreement, except for those portions of such materials that include pre-existing, independently created or third-party intellectual property ("County Information"). Consultant or any sub-consultant is not allowed to use or sell any County Information subject to this contract for educational,

publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files provided by the County for use in connection to this Agreement, which are by definition, any custom software files provided by the County and used in connection to this Agreement, (collectively, the "Software"), shall be returned to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software made available by Consultant to County for use in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any County Information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement that is insured-facing or permit such subcontracted work to be further subcontracted without prior written approval of County, such approval not to be unreasonably withheld or delayed. Where applicable, Consultant shall ensure all subcontractors are bound by all federal and state law obligations that apply to Consultant, including but not limited to the Equal Employment Opportunity Act, the Americans with Disabilities Act, Title VI, the Health Insurance Portability and Accountability Act, and the HI-TECH Act.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County, such consent not to be unreasonably withheld or delayed. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and, where applicable, shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to reasonably audit and examine and make copies, excerpts or transcripts from such records relating to Consultant's provision and administration of insurance ("Information"), as permitted by applicable laws and regulations. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all records in accordance with Georgia records retention laws applicable to insurers.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Finance
Finance Department
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-7639
Email: Verna.Thomas@fultoncountyga.gov
Attention: **Verna Thomas**

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Metropolitan Life Insurance Company
1200 Abernathy Road, NE Building 600, Suite 1450
Atlanta, GA. 30328
Telephone: 770-407-2543
Email: eryan@metlife.com
Attention: **Edward Ryan, CEBS Senior Account Executive**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will include similar language relating to compliance with Equal Employment Opportunity laws in contracts with its subcontractors as appropriate.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant for the County and in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR
PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit payments in accordance with the terms of the STD Policy. For the calculation of premium rates payments, Consultant shall submit the deductions template to the County, which the County will populate and provide monthly to match the employee enrollment details. The County will send amounts deducted from the employee payroll to the Consultant on or around the date of the biweekly payroll run. The Consultant shall check that the enrollment and deducted amounts match their ledger and promptly inform the County if any discrepancies are noted. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

County's Right to Withhold Payments: County's Right to Withhold Payments: The County may withhold payments for invoices or portions of invoices that the County believes are in error or not sufficiently supported by evidence. Payments withheld by the County will be released and paid to the Consultant when and if the records are supplemented or corrected to the satisfaction of the County.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable

and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, in the event the County is responsible for funding all or any portion of premium under the STD Policy, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if the County is responsible for funding all or any portion of premium under the STD Policy and sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

CONTRACTOR:

**METROPOLITAN LIFE INSURANCE
COMPANY**

DocuSigned by:

Peter Briend

Peter Briend, Assistant VP
National Accounts – Group Benefits

ATTEST:

Terenna Simon
Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

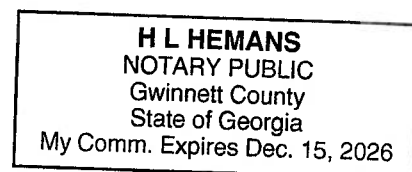
H L Hemans
Notary Public

County: DEKALB

GA 814
Seen for
TERENNA
SIMMONS

Commission Expires: 12/15/2026

(Affix Notary Seal)



ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Not applicable.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.
200 Park Avenue, New York, NY 10166

Please see the attached lists of Executive Officers and their anticipated roles. None of the Executive Officers listed have ownership interests.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

General Development

Over the years, we have found strategic opportunities to grow our business throughout the world. From time to time, we have also divested businesses that no longer fit within our long-term strategy. If and when a transaction occurs, information is released to the public when appropriate. When we have a transaction of material size, we assemble a dedicated team to manage the transaction, ensuring minimal impact to our regular day-to-day activities.

Following is our acquisition and divestiture activity over the past five years:

January 2021

We acquired Versant Health, which owns several well-established brands in the Vision marketplace including Davis Vision and Superior Vision.

June 2020

We acquired Willing, an estate planning business.

January 2020

We acquired PetFirst Healthcare, LLC, a fast-growing pet insurance administrator in the United States.

September 2017

We acquired Logan Circle Partners, the traditional fixed-income asset management business of Fortress Investment Group.

August 2017

We completed the separation of Brighthouse Financial, Inc. on August 4th. On August 7th, Brighthouse Financial, Inc. commenced trading on NASDAQ.

July 2016

We sold MetLife Premier Client Group (MPCG) to MassMutual.

Recent Voluntary Benefit Enhancements

We are continuously evolving our supplemental health product lines to be more flexible in the ever-changing market, to accommodate industry specific needs, to drive employee value and to keep benefits easy to use. Improvements include adding more immediate value benefits like coverage for lesser degrees of diseases, reducing waiting periods and providing benefits for items that may occur more frequently.

We recently filed a new Critical Illness product. We have developed clear, concise definitions and benefit provisions that will help streamline the claim process. Our goal is to offer a broader array of covered conditions as well as increased plan design flexibility. In addition, we enhanced our Health Screening Benefit to include more tests and allow for more variability.

Recent Disability Enhancements

Over the past several years, we have invested in system upgrades designed to increase the performance and stability of our technology platforms and development projects to drive claim and customer service improvements.

We continuously invest in the improvement of our claim management systems to improve claim management accuracy, enhance productivity and ensure that we are compliant with all federal, state and local regulatory changes.

We also invest in the improvement of our Web portal capabilities to bring new self-service options and capabilities to our customers.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Since January 1, 2020, MetLife has been providing Life and Long Term Disability insurance to Fulton County and their employees and we regularly interact with the benefits team and employees in the administration of their benefits plan.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

Various litigation, claims and proceedings against the Company have arisen in the course of the Company's business, including, but not limited to, in connection with its activities as an insurer, employer, investor, investment advisor and taxpayer. Further, state insurance regulatory authorities and other federal and state authorities regularly make inquiries and conduct investigations concerning the Company's compliance with applicable insurance and other laws and regulations. MetLife, Inc.'s 10K contains a discussion of a number of litigation, claims and regulatory matters. We believe the matters noted therein will not interfere with us providing you quality service and support and we would be pleased to address any specific questions you may have.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 7th day of July, 2021

Metropolitan Life Insurance Company, MetLife
Consumer Services, Inc. and MetLife Legal Plans, Inc. July 7, 2021
(Legal Name of Proponent) (Date)


Michael McDermott July 7, 2021
(Signature of Authorized Representative) (Date)

Authorized Person
(Title)

Sworn to and subscribed before me,

This 7th day of July, 2021


(Notary Public)

ASHLEY L PEYTON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50137916
MY COMMISSION EXPIRES SEPTEMBER 25, 2025

Commission Expires 25 Sept 2025
(Date)

Fulton County

MetLife's Executive Officers

Khalaf, Michel A.

President and Chief Executive Officer

Debel, Marlene

Executive Vice President and Chief Risk Officer

Gauster, Stephen W.

Executive Vice President and General Counsel

Goulart, Steven J.

Executive Vice President and Chief Investment Officer

McCallion, John D.

Executive Vice President and Chief Financial Officer

Oliver, Lyndon

Executive Vice President and Treasurer

Ostijn, Dirk

Senior Vice President, EMEA

Pappas, Bill

Executive Vice President and Head of Global Technology and Operations

Pina, Jeanette

Senior Vice President and head of U.S. and Latin America Compliance

Podlogar, Susan

Executive Vice President and Chief Human Resources Officer

Ponnavolu, Kishore

President, Asia

Fulton County

Ring, Timothy J.
Legal Affairs, Corporate Secretary

Tadros, Ramy
President, U.S.

Fulton County

MetLife Consumer Services, Inc.'s Executive Officers

Ryan-Reid, Meredith

President and Chairman of the Board

Buford, Kelli

Secretary

Connery, Charles

Vice President and Treasurer

Guardado, Lorene (Lori)

Assistant Vice President

Hirschberg, Alan

Vice President

Klotzbach, Michelle

Assistant Vice President

McClain, Aaron

Vice President and Tax Officer

Phelps, Heather

Senior Vice President

Plohr-Memming, Missy

Vice President

Richardson, Dawn

Assistant Secretary

Fulton County

MetLife Legal Plans, Inc.'s Executive Officers

Tolentino, Ingrid

Chief Executive Officer

Borer, Kris

Chief Technology Officer

Elder, Roger

General Counsel

Godlewski, Claire

Chief Administration Officer

Medina, Eliam

Vice President of MetLife Legal Plans Customer Experience

Stoddard, Loi

Vice President of MetLife Legal Plans Group Product and Strategy

Surtel, Felicia

Vice President and Chief Financial Officer

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Performing work as: Prime Contractor x Subcontractor/Sub-Consultant

Professional License Type: Corporation

Professional License Number: Metropolitan Life Insurance Company: H857144
MetLife Consumer Services, Inc.: 09082194
MetLife Legal Plans, Inc.: 20032979

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Michael McDermott, Authorized Person

Date: July 7, 2021

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Annual Registration*****Electronically Filed***

Secretary of State

Filing Date: 03/30/2021 20:50:07

BUSINESS INFORMATION

BUSINESS NAME : METROPOLITAN LIFE INSURANCE COMPANY
CONTROL NUMBER : H857144
BUSINESS TYPE : Foreign Insurance Company
JURISDICTION : New York
ANNUAL REGISTRATION PERIOD : 2021, 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
JEANNETTE PINA	Secretary	200 PARK AVENUE, NEW YORK, NY, 10166, USA
JOHN MCCALLION	CFO	200 PARK AVENUE, NEW YORK, NY, 10166, USA
MICHEL KHALAF	CEO	200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 200 PARK AVENUE, NEW YORK, NY, 10166, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
TIMOTHY RING	Secretary	200 PARK AVENUE, NEW YORK, NY, 10166, USA
JOHN MCCALLION	CFO	200 PARK AVENUE, NEW YORK, NY, 10166, USA
MICHEL KHALAF	CEO	200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Annual Registration**

Electronically Filed

Secretary of State

Filing Date: 04/29/2020 17:39:17

BUSINESS INFORMATION

BUSINESS NAME : METLIFE CONSUMER SERVICES, INC.
CONTROL NUMBER : 09082194
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2020, 2021, 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
CHUCK CONNERY	CFO	ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MARLENE DEBEL	CEO	200 PARK AVENUE, NEW YORK, NY, 10166, USA
ROBERT RAPHAEL	Secretary	200 PARK AVENUE, NEW YORK, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 600 N. KING STREET, WILMINGTON, DE, 19801, USA
REGISTERED AGENT NAME : C T CORPORATION SYSTEM
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
CHUCK CONNERY	CFO	ONE METLIFE WAY, WHIPPANY, NJ, 07981, USA
MEREDITH RYAN-REID	CEO	200 PARK AVENUE, NEW YORK, NY, 10166, USA
KELLI BUFORD	Secretary	200 PARK AVENUE, NEW YORK, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Michelle Klotzbach
AUTHORIZER TITLE : Officer

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Annual Registration*****Electronically Filed*****Secretary of State****Filing Date: 03/05/2021 13:53:56****BUSINESS INFORMATION**

BUSINESS NAME : MetLife Legal Plans, Inc.
CONTROL NUMBER : 20032979
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Felicia Surtel	CFO	1111 Superior Avenue, Cleveland, OH, 44114, USA
Ingrid Tolentino	CEO	1111 Superior Avenue, Cleveland, OH, 44114, USA
Stephanie Doncov	Secretary	200 Park Avenue, New York, NY, 10166, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1111 Superior Avenue, Cleveland, OH, 44114, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Felicia Surtel	CFO	1111 Superior Avenue, Cleveland, OH, 44114, USA
Ingrid Tolentino	CEO	1111 Superior Avenue, Cleveland, OH, 44114, USA
Stephanie Doncov	Secretary	200 Park Avenue, New York, NY, 10166, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Roger Elder
AUTHORIZER TITLE : Authorized Person

^{NJ}
STATE OF ~~GEORGIA~~
COUNTY OF ~~FULTON~~ ^{CAPE MAY}

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.
(BUSINESS NAME)

1200 Abernathy Road NE, Building 600, Suite 1450, Atlanta, GA 30328
(FULTON COUNTY BUSINESS ADDRESS)

Authorized Person
(OFFICIAL TITLE OF AFFIANT)

Michael McDermott
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 7th day of July, 2021


(Notary Public)

ASHLEY L PEYTON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 30137916
(Seal)

MY COMMISSION EXPIRES SEPTEMBER 25, 2025

Commission Expires: 25 Sept 2025
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Michael McDermott),

Name

Authorized Person

Title

Metropolitan Life Insurance Company, MetLife

Consumer Services, Inc. and MetLife Legal Plans, Inc.

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) Upon reasonable suspicion of noncompliance, ~~that~~ That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Michael McDermott

TITLE: Authorized Person

SIGNATURE: 

ADDRESS: 200 Park Avenue, New York, NY 10166

PHONE NUMBER: 770-407-2522*

EMAIL: wbeine@metlife.com*

*William Beine, Senior Account Executive

Fulton County

Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc. Good Faith Effort Fulton County RFP# 21-RFP071321C-MH Voluntary Worksite Benefits

Equal Business Opportunity Plan

Diverse business participation within MetLife's supply chain is a major focus of our supplier diversity business strategy. We continually seek opportunities to engage with certified suppliers qualified as MBE, FBE/WBE, LGBT, DVBE, DOBE and Small Business classifications recognized by the federal government.

MetLife's commitment to working with diverse business enterprises is fueled by the realization that we can benefit from the innovation and creativity of diverse business partners in many of the same ways that we benefit from the diversity of our own workforce. The program strives to introduce partnerships and sustain relationships with diverse business partners promoting their long-term economic growth. Through the program, MetLife implements aggressive sourcing initiatives that provide diverse businesses with equal opportunity to become trusted suppliers of MetLife.

Potential opportunities for the participation of diverse suppliers in support of Fulton County may focus on print and distribution of collateral materials. Other areas that may result in a practicable opportunity going forward are services such as: Benefit Fair/Enrollment Services; Marketing Consultation; and Employee Communication.

MetLife's Supplier Inclusion and Development Program drives the growth of diverse businesses. We are invested in our commitment to foster a direct connection with diverse suppliers supported by our membership in organizations including WBENC, NMSDC, NGLCC, NVBDC and Disability: IN. To drive that commitment, MetLife is involved in the following:

- Exhibiting at national and regional business opportunity fairs to cultivate relationships with diverse businesses and understand how their value proposition benefits MetLife
- Benchmarking Supplier Diversity best practices and leverage referral opportunities with world class organizations as members of financial services industry groups
- Designing and delivering workshops and seminars for diverse business owners to benefit from our position and industry knowledge as the leader in financial services and insurance
- Developing and deploying training and communications materials to the procurement and line of business teams on the importance of the utilization of diverse suppliers
- Partnering with MetLife National Accounts in private and public sector markets to strengthen our supplier diversity leadership position

Determination of Good Faith Efforts

In compliance with Fulton County Code Section §102-426, MetLife has provided written documentation of email outreach to Interprint Communications (WBE certified by the State of GA – UCP Directory listing) as a potential provider of print and distribution of collateral materials for this solicitation if a practicable opportunity arises. The email communication requested the supplier's willingness to partner

Fulton County

with MetLife if awarded the business with Fulton County. Interprint Communications and MetLife are open to exploring opportunities to work together when feasible. Please note the attachment below of the email communication - *"MetLife outreach to Interprint Communications_WBE"*.

Outreach from MetLife regarding Interprint Communications: Fulton County RFP



Darago, Sue
To: 'Monica Maldonado'
Cc: 'afails@ok2print.com'

This message was sent with High importance.

Reply Reply All Forward

Thu 7/1/2021 10:50 AM

Hello Monica,

I hope you have been well and will find time to relax over the July 4th weekend.

MetLife is responding to an RFP for Fulton County for worksite voluntary benefits for County employees. We are confident that MetLife can provide the best option for the County's employees and, if awarded the business, we would like to partner with Interprint Communications to meet requirements for print and distributions of collateral materials when there is a viable opportunity.

We are leveraging Interprint's certification with the State of Georgia (UCP Directory). I'm comfortable that you are listed in the directory to confirm current certification, but do you have an attachment of certification that you can share so I have one on file? State of GA and/or any other certifications you think important for us to have on file. (I can access your WBENC file from their website.)

We are appreciative of your past willingness to partner with MetLife and I'm hopeful that your recent discussions with Global Procurement will have a positive outcome.

If you are interested in working with MetLife if we're awarded business with Fulton County, please respond positively to this email.

Best regards,

Sue Darago

Sue Darago | Sr. Supplier Diversity Consultant | MetLife Global Procurement
501 Route 22, Bridgewater, NJ 08807 M: 908-635-4323 | sdarago@metlife.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

ITB/RFP Name & Number: Voluntary Worksite Benefits, 21RFP071321C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not applicable.

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

Please note: MetLife will deliver the insurance product(s) by engaging experienced MetLife associates focused on customer service excellence. MetLife will review subcontracting opportunities to engage with minority and women-owned businesses over the length of the contract with Fulton County.

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** Authorized Person

Business or Corporate Name: Metropolitan Life Insurance Company, MetLife Consumer Services, Inc. and MetLife Legal Plans, Inc.

Address: 200 Park Avenue, New York, NY 10166

Telephone: (770) 407-2522*

Fax Number: () Not available.

Email Address: wbeine@metlife.com*

*William Beine, Senior Account Executive



YOUR BENEFIT PLAN

Fulton County Government

**All Actively at Work full-time and part-time employees who are
working 20 or more hours per week in the U.S., excluding
temporary, leased or seasonal employees**

Disability Income Insurance: Short Term Benefits

Certificate Date: January 1, 2022

Fulton County Government
141 Pryor St. SW, Suite 7001
Atlanta, GA 30303

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Fulton County Government



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

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Fulton County Government

Group Policy Number: 126697-1-G

Type of Insurance: Disability Income Insurance: Short Term Benefits

MetLife Toll Free Number(s):
For Claim Information FOR DISABILITY INCOME CLAIMS: 1-866-729-9201

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

For New Hampshire Residents: 30 Day Right to Examine Certificate.

Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: Johnstown_Complaint_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown_Complaint_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico

This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE
POLICYHOLDER OR METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904**

1-800-438-6388

**IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY
SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA
DEPARTMENT OF INSURANCE DEPARTMENT AT:**

**DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013**

WEBSITE: <http://www.insurance.ca.gov/>

**1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

NOTICE FOR RESIDENTS OF CONNECTICUT

MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance

Consumer Services Division

311 West Washington Street, Suite 300

Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You or any person authorized to act on Your behalf may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Disability Income Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF MISSISSIPPI

FILING A DISABILITY INCOME INSURANCE CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than:

- 14 days with respect to Disability Income Insurance: Short Term Benefits; and
- 12 weeks, with respect to Disability Income Insurance: Long Term Benefits

after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, the following should be sent to Us:

- notice of claim within 30 days of the date of loss; and
- the required Proof within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1

A claimant may give Us notice by calling Us at the toll-free number shown in the Certificate Face Page within 30 days of the date of a loss.

Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

The claimant must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible; and, in no event, except in the absence of legal capacity, later than 1 year after the date Proof is otherwise required.

Subject to due Written Proof of loss, all accrued benefits for loss for which this certificate provides periodic payment will be paid as follows:

- Weekly, with respect to Disability Income Insurance: Short Term Benefits;
- Monthly, with respect to Disability Income Insurance: Long Term Benefits.

Any balance remaining unpaid upon the termination of liability will be paid within thirty (30) days after receipt of due Written Proof.

Any benefit due and not paid within 30 days of our receipt of Proof will accrue interest at the rate of three percent (3%) per month on the amount due, until the claim is finally settled or adjudicated.

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

Subject to the Time Limit on Legal Actions provision, if We do not pay benefits when due and payable You may bring an action to recover such benefits, any interest which has accrued with respect to such benefits, and any other damages which may be allowed by law. If it is determined in such action that We acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, You or the health care provider shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 1. the date Your Disability started;
 2. the cause of Your Disability;
 3. the prognosis of Your Disability;
 4. the continuity of Your Disability; and
- Your application for:
 - Other Benefit Sources;
 - Federal Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
- any and all medical information, including but not limited to:
 1. x-ray films; and
 2. photocopies of medical records, including:
 - a) histories,
 - b) physical, mental or diagnostic examinations; and
 - c) treatment notes; and
- the names and addresses of all:
 1. physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 2. hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
 3. pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Bureau of Insurance
Life and Health Division
P.O. Box 1157
Richmond, VA 23218-1157
1-804-371-9691 - phone
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
BureauOfInsurance@scc.virginia.gov - email

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

NOTICE FOR RESIDENTS OF WEST VIRGINIA

FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	22
DEFINITIONS	24
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU	28
Eligible Classes	28
Date You Are Eligible for Insurance	28
Enrollment Process	28
Date Your Insurance That Is Part Of The Flexible Benefits Plan Takes Effect	28
Date Your Insurance Ends	30
SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME	
INSURANCE	31
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	33
For Family And Medical Leave	33
At The Policyholder's Option	33
EVIDENCE OF INSURABILITY	34
DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS	35
DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT	37
DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT ...	39
DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END	40
DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS	41
DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS	42
DISABILITY INCOME INSURANCE: EXCLUSIONS	43
FILING A DISABILITY INCOME INSURANCE CLAIM	44
GENERAL PROVISIONS	46
Assignment	46
Disability Income Benefit Payments: Who We Will Pay	46
Entire Contract	46
Incontestability: Statements Made by You	46
Misstatement of Age	47
Conformity with Law	47
Physical Exams	47
Autopsy	47
Overpayments for Disability Income Insurance	47
Lien and Repayment	48

SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT**BENEFIT AMOUNT AND HIGHLIGHTS****Disability Income Insurance For You: Short Term Benefits****For Option 1:**

Weekly Benefit..... 60% of the first \$3,333 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

Maximum Weekly Benefit..... \$2,000

Minimum Weekly Benefit..... 10% of the Weekly Benefit before reductions for Other Income Benefits or \$25, whichever is greater. The Minimum Weekly Benefit is subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.

Elimination Period..... **For Injury**

- 7 days of Disability

For Sickness

- 7 days of Disability

Maximum Benefit Period:

For Injury and Sickness 25 weeks

For Disability Due to a Pre-Existing Condition..... 4 weeks

Rehabilitation Incentives..... Yes

For Option 2:

Weekly Benefit..... 60% of the first \$3,333 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

Maximum Weekly Benefit..... \$2,000

Minimum Weekly Benefit..... 10% of the Weekly Benefit before reductions for Other Income Benefits or \$25, whichever is greater. The Minimum Weekly Benefit is subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.

SCHEDULE OF BENEFITS (continued)

Elimination Period.....	For Injury
	<ul style="list-style-type: none">• 29 Days of Disability
	For Sickness
	<ul style="list-style-type: none">• 29 Days of Disability
Maximum Benefit Period:	
For Injury and Sickness	22 weeks
For Disability Due to a Pre-Existing Condition.....	4 weeks
Rehabilitation Incentives.....	Yes

DEFINITIONS

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

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Disability Income Insurance: Short Term Benefits.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
 - You are, unable to earn more than 80% of Your Predisability Earnings at Your Own Occupation for any employer; and
 - unable to perform each of the material duties of Your Own Occupation for any employer.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;

DEFINITIONS (continued)

4. sharing a primary residence with the other; and
5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Own Occupation means the occupation You routinely perform that provides the primary source of Your earned income. In determining your Own Occupation, We will look at Your occupation as it is normally performed instead of how it is performed for any specific employer or in any specific location.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

DEFINITIONS (continued)

Predisability Earnings means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began, subject to any increase or decrease in insurance as described in the ELIGIBILITY PROVISIONS: INSURANCE FOR YOU, Increase in Insurance and Decrease in Insurance provisions. We calculate this amount on a weekly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
 - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - an executive non-qualified deferred compensation arrangement; and
 - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

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

DEFINITIONS (continued)

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

We, Us and Our mean MetLife.

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

You and Your mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Actively at Work full-time and part-time employees of the Policyholder who are working 20 or more hours per week in the U.S., excluding temporary, leased or seasonal employees.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2022, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2022 You will be eligible for insurance on the first day of the month following the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for:

- Disability Income Insurance: Short Term Benefits;

only when You are first eligible or during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, the benefit will take effect on the date We state in Writing, provided You are Actively at Work on that date. does not require evidence of Your Insurability.

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period, as determined by the Policyholder, following the date You first became eligible. At that time You will be able to enroll for insurance for which You are then eligible.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**Enrollment During An Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an annual enrollment period will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date an amount of insurance would otherwise take effect, that amount of insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

Under the rules of the flexible benefit plan, You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child;
- divorce, legal separation or annulment; or
- the death of a dependent.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the date of Your request, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Increase in Insurance

An increase in insurance due to an increase in Your earnings will take effect on the date of the increase in Your earnings.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Decrease in Insurance

A decrease in insurance due to a decrease in Your earnings will take effect on the date of change.

If You make a Written request to decrease Your insurance, that decrease will take effect as of the date of Your Written request.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the Policyholder's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

Reinstatement of Disability Income Insurance

If Your insurance ends, You may become insured again as follows:

1. If Your insurance ends because:

- You cease to be in an eligible class; or
- Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:

- The end of the period of leave You and the Policyholder agreed upon; or
- The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

The following rules will apply if this Disability Income Insurance:

- replaces a plan of group disability income coverage provided to You by the Policyholder; or
- replaces a Prior Plan of group disability income coverage provided to You by a former employer; when the replacement results from the Policyholder's acquisition of, merger with or other combination with that employer.

Prior Plan means the plan of group disability income coverage that was provided to You by the Policyholder or the former employer on the day before the Replacement Date, and is being replaced by this insurance.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- **If You are Actively at Work on the day before the Replacement Date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- **If You are not Actively at Work on such date because you are Disabled, and the Prior Plan that You were covered under on the day before the Replacement Date was an insured plan**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date. However, if the Prior Plan that You were covered under on the day before the Replacement Date was a self-funded plan, You will become insured for Disability Income Insurance under this certificate on the date You return to Active Work.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
- the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- **If You are not Actively at Work on such date for any other reason**, You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work, provided however, if You are on a Policyholder approved leave of absence on the Replacement Date, You will become insured for Disability Income Insurance on the Replacement Date. However, Your insurance under this certificate will end on the date Your approved leave of absence ends if You do not return to Active Work on such date.

Rules for When Insurance Takes Effect if You were Not Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

Rules for Pre-existing Conditions

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this certificate, but would not have been due to a pre-existing condition under the Prior Plan, We will pay a benefit equal to the lesser of:

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

- the benefit amount under this certificate; or
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a pre-existing condition under the Prior Plan, it will be treated as having been caused by a Pre-existing Condition under this certificate.

Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 3 months;
2. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 1 month;

For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

3. for the period You cease Active Work in an eligible class due to a leave of absence for military service; provided You meet the following requirements:
 - Your leave is approved by the Policyholder and is scheduled to last less than 3 months;
 - Your written request for continuation of coverage under this plan is approved by Us; and
 - Your premium continues to be paid.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a late request for Disability Income Insurance: Short Term Benefits. A late request is one made after You were first eligible to enroll for Disability Income Insurance: Short Term Benefits and You did not enroll for such insurance during such period.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Disability Income Insurance: Short Term Benefits.

The evidence of insurability is to be given at Your expense.

DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Weekly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Weekly Benefit one week after the date benefits begin to accrue. We will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of $1/7^{\text{th}}$ of the Weekly Benefit payable.

We will pay Weekly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Weekly Benefits, You will be required to continue to pay for the cost of any disability income insurance defined as Contributory Insurance.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, We will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 60 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

REHABILITATION INCENTIVES**Rehabilitation Program Incentive**

If You participate in a Rehabilitation Program, We will increase Your Weekly Benefit by an amount equal to 10% of the Weekly Benefit. We will do so before We reduce Your Weekly Benefit by any Other Income.

DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS (continued)**Work Incentive**

If You work while You are Disabled and receiving Weekly Benefits, Your Weekly Benefit will be adjusted as follows:

- Your Weekly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Weekly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Weekly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability. In addition, the Minimum Weekly Benefit will not apply.

Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to \$100 for weekly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:
 - living with You as part of Your household;
 - dependent on You for support; and
 - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:
 - living with You as part of Your household;
 - chiefly dependent on You for support; and
 - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

We will make reimbursement payments to You on a weekly basis starting with the 4th Weekly Benefit payment. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
 - any state, public or federal employee retirement or disability plan, including State Teachers Retirement System (STRS); Public Employee Retirement System (PERS) or Federal Retirement System (FERS). You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan; or
 - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions;
3. any income received for disability under:
 - a group insurance policy to which the Policyholder has made a contribution, such as:
 - benefits for loss of time from work due to disability;
 - installment payments for permanent total disability;
 - a no-fault auto law for loss of income, excluding supplemental disability benefits;
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
 - any sick pay, vacation pay or other salary continuation that the Policyholder pays to You;
 - unemployment insurance law or program;
 - any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Weekly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source; and
 - recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.
4. any government compulsory paid family leave program;
5. any employer sponsored paid family leave program.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR GOVERNMENT COMPULSORY BENEFIT PLAN OR PROGRAM OR STRS, PERS OR FERS OR OTHER PUBLIC EMPLOYEE RETIREMENT OR DISABILITY BENEFIT PLAN OR PROGRAM

If there is a reasonable basis for You to apply for benefits under a government compulsory plan or program or a federal, state or other public employee retirement or disability plan or program, including a STRS, PERS or FERS Retirement System, We expect You to apply for such benefits.

1. With respect to Government Compulsory Benefit Plans or Programs or STRS, PERS, FERS Benefit Plans or Programs, or to apply means to pursue such benefits through all applicable levels of appeal provided under such benefit plans or programs. You must, within 4 weeks following the date You become Disabled:
 - send Us Proof that You have applied for benefits under such plans or programs; and
 - sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance.

**DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR
DISABILITY BENEFIT (continued)**

If You do not satisfy the above requirements, We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plan or programs.

2. With respect to STRS, PERS or FERS benefit a government compulsory benefit plan or program, or if You do receive approval or final denial of Your claim for such benefits, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

**DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR
DISABILITY BENEFIT**

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescription medication or had medications prescribed;

in the 3 months before Your insurance under this certificate takes effect.

We will limit the number of benefit payments We make for a Disability that results from a Pre-existing Condition if Your Elimination Period starts before the earlier of the date You:

- have not received medical treatment, consultation or services for the Pre-existing Condition for 3 consecutive months following the date Your Disability insurance takes effect under this certificate; or
- have been Actively at Work for 12 consecutive months after the date Your Disability insurance takes effect under this certificate.

Please refer to the Maximum Benefit Period provision in the SCHEDULE OF BENEFITS.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

We will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

FILING A DISABILITY INCOME INSURANCE CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 14 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When You file an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1

You may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2

We will send a claim form to You and explain how to complete it. You should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When You receive the claim form You should fill it out as instructed and return it with the required Proof described in the claim form. If You do not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

You must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 - the date Your Disability started;
 - the cause of Your Disability;
 - the prognosis of Your Disability;
 - the continuity of Your Disability; and
 - Your application for:
 - Other Benefit Sources;
 - Federal Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
 - Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
 - any and all medical information, including but not limited to:

FILING A DISABILITY INCOME INSURANCE CLAIM (continued)

- x-ray films; and
- photocopies of medical records, including:
- histories,
- physical, mental or diagnostic examinations; and
- treatment notes; and
- the names and addresses of all:
 - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
 - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We 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. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest Disability Insurance after it has been in force for 2 years during Your life. In addition, We 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 Your life.

GENERAL PROVISIONS (continued)

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

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

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

GENERAL PROVISIONS (continued)

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

**THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.**

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return to Work Services

As a covered employee you are automatically eligible to participate in our Return to Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.

There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. Labor Market Surveys

Studies to find jobs available in the national economy that would utilize your abilities and skills. Also identify your earning potential for a specific occupation.

3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

4. Job Modifications

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or modifications to help you perform the previous job or a similar vocation.

5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return to Work Program Staff

The Case Manager handling your claim will coordinate return to work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return to work plan.



Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.

Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, Inc. ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may

have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.
