



**ADDENDUM #1  
Human Resources  
Life & Disability Program  
RFP # 7231-21**

April 27, 2021

The attached addendum supersedes the original Information and Specifications regarding RFP # 7231-21 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

**Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

**Reminder: The County is only requesting bids for a bundled approach to solve for all benefit plans included in this RFP (Basic and Voluntary life and AD&D, Disability, and Leave administration) under a single carrier. There are a variety of reasons for this, but primarily systems concerns around additional files. Please understand that we will not be considering bids from TPA/carve-out solutions, or bidders who cannot combine all lines under a single insurer.**

1. Question: Will you also be accepting responses from a third-party administrator for leave of absence services and ASO STD to be paired with your insurance carrier?

**ANSWER: We are not interested in exploring TPA/carve out solutions. This RFP is to evaluate fully bundled solutions with one carrier. The evaluation will be for bundled approaches (all lines under one carrier).**

2. Question: Since we are quoting on Life and AD&D only, what amount of the requested credits (i.e. implementation credit) should be included in our proposal?

**ANSWER: The County is only accepting bids for a bundled package of all services. They do not currently have the administrative ability to split the coverage and manage additional vendors and additional technology feeds. Thank you for your interest.**

3. Question: Please provide the LTD incurral report. If possible, could we get this with a current valuation date and an updated open/closed LTD claim listing with a matching valuation date (to include gender, DOB, DOD, gross benefit, net benefit, offsets/offset type, and incumbent reserves)?

**ANSWER: The Hartford does not have one report that provides all of this data together. Please find the following new attachments:**

- **an incurral report, "LTD Claims by Incurral Month"**
- **an LTD Valuation report which includes reserves, "LTD Open Claims with Reserves & Gender 3-31-2021"**

4. Question: Can a Retrospective Claim Exhibit be provided by the Client? Premium and claims data from 1/1/2016 with paid claims allocated to year incurred?

**ANSWER: Same answer as #3**

5. Question: Please provide a 5 year LTD experience exhibit that includes premiums, paid claims by incurred date, and reserves.

**ANSWER: Same answer as #3**

6. Question: Can we please get the standard incurral experience exhibits that The Hartford typically sends on cases? The experience came in piece mail and some data is missing such as gender on the LTD claims.

**ANSWER: Same answer as #3**

7. Question: The paid claims data provided is based on monthly paid, however LTD is based on claims paid on an incurred basis. Please provide a complete paid and incurred exhibit for LTD from 1/1/2016 ending 1/31/2021 or 2/28/21.

**ANSWER: Same answer as #3**

8. Question: Can we get an LTD PDI from Hartford with a valuation date thru 12/31/2020 to match up with the open and closed claims listings?

9. **ANSWER: Same answer as #3**

10. Question: If possible, please add Gender to the Open LTD Claim Listing.

**ANSWER: Please see the new document attached, "LTD Open Claims with Reserves & Gender 3-31-2021"**

11. Question: Please confirm that this group participates in Social Security?

**ANSWER: See RFP, "LTD Plan Designs," row 36: The County employees participate in PERA which means after 5 years of vesting they have disability retirement benefits that need to be coordinated when applicable. <https://www.copera.org/sites/default/files/documents/5-12.pdf> In addition, employees participate in and contribute to Social Security. Employees contribute to both programs for the duration of their employment at the County.**

12. Question: Please advise if this entity participates in Social Security or PERS/STRS?

**ANSWER: The County employees participate in both PERA and SS.**

13. Question: Please confirm that our understanding is correct that Boulder County Employees contribute to both SSDI & Colorado PERA, and the current Hartford contract considers both as Other Income Benefits which are offset simultaneously.

**ANSWER: Confirmed: County employees pay into both Colorado PERA and Social Security. Confirmed: Income from PERA and/or SS is considered Other Income Benefits and plan benefits are offset by income from these sources.**

14. Question: Please explain the vesting in PERA further. Does the group participate in both Social Security and PERA. Do employees with 5+ years of service participate in both SS and PERA or just PERA. And, employees with less than 5 years only SS?

**ANSWER: All employees, no matter their tenure, pay into both SS and PERA. The PERA benefit isn't payable until the employee reaches the 5-year vesting threshold.**

15. Question: For all lines of coverage – have there been any plan changes in the last 5 years?

**ANSWER: There has been one plan change since 1-1-2016. Effective 1-1-2018, the rounding method for Basic Life/AD&D changed from rounding down to the next lower \$500 to rounding up to the next higher \$1,000. There have been no changes on STD or LTD.**

16. Please clarify how many total employees are eligible for FMLA.  
The census/RFP shows 2,036, but Boulder County is being billed on 3,159.  
It is noted the invoice is high, but just want to confirm that there are truly only 2,036 eligible.

**ANSWER: Upon further research, the invoice is accurate. The current agreement requires the leave management fee be billed on all covered employees, not just FMLA eligible employees. Aon's subject matter experts have explained this is the standard way to quote and calculate leave administration. For your RFP response, please assume a head count of 3,159 for leave administration.**

17. Question: I noticed our census doesn't have home zip codes for the employees. Is this something that you have that could be provided?

**ANSWER: It is safe to assume that all employees are in the Boulder vicinity for this RFP. All Boulder County employees are required to maintain a CO address, even if they are temporarily working remotely. There are two employees that live out of state who were grandfathered prior to this being a requirement. They are located in WY and WA.**

18. Question: Bonuses are not covered earnings on the Certificates, but are included on the proposal. Please confirm that bonuses are not covered earnings for premium and claim purposes.

**ANSWER: We're not sure where this is seen in the RFP. The Excel RFP shows Salary Only. To confirm, bonuses are not covered earnings.**

19. Question: For all lines of coverage – the contracts show the earnings definition is Base Salary/Pay only (excludes bonuses) but the census includes bonus amounts broken out from salary. Please confirm you only want Base Salary included in the earnings definition.

**ANSWER: Base Salary Only**

20. Question: In the provided rate history, the basic life and AD&D rates changed effective 01/01/2018, but in the provided premium/volume history we note that the backed into rates changed 01/01/2017. Please confirm the date of the rate changes.

**ANSWER: The effective date of the rate change was 1-1-2017.**

21. Question: Based on the Monthly Premium Reporting from the Hartford, it

appears the Basic Life/AD&D and LTD Rate changes occurred on 1/1/2017. The Rate History Document indicates they occurred on 1/1/2018. Please confirm that the Premium Documents are correct.

**ANSWER: The effective date of the rate change was 1-1-2017.**

22. Question: On the questionnaire it is stated “The county has identified 204 employees who have elected supplemental coverage, but not basic coverage,” but we note only 43 employees on the census where the basic life coverage is waived but supplemental life coverage is shown. Please advise as to the discrepancy and provide a corrected census if the 204 figure is correct.

**ANSWER: Apologies. There are 316 employees eligible but who didn’t elect Basic Life coverage at all. Out of those 316 employees, 43 elected the supplemental coverage.**

23. Question: In terms of the subset of the Employee population that has elected Supplemental Life, but not Basic Life (and is now overpaying for coverage), please confirm it is Boulder County’s intent to create a new Closed Class on the Basic Life plan grandfathering these Employees at their current volumes and not actually transition them to 1.5X Salary Class with no EOI.

**ANSWER: The intention is to add these employees to the ER-paid Basic plan and leave their Supplemental enrollments alone. This assumes that the County is able to move forward with changing the Basic coverage over to 100% employer paid, rather than just 75% employer paid and voluntary. It has also been discussed that the County will cease communicating the option to elect supplemental life without basic life, even if they do not go the ER paid basic route, essentially creating a closed class until such time as the County is able to address this issue. We are asking for an alternative basic quote that includes covering these individuals on Employer-Paid Basic Life with no intent to modify their current Supplemental Life elections, at this time.**

24. Question: For the waiver of premium provision, we note that the plan design grids show a 9-month elimination period while the policy displays a 6-month period. Please clarify the requested provisions going forward.

**ANSWER: Waiver should be 6 months please be sure to reflect 6-months in your response.**

25. Question: The optional life shows more than a 10% deviation from the 2020 billing volumes. Likewise, spouse volumes show a significant increase compared to billing. Please advise.

**ANSWER: The Hartford allowed for a true open enrollment for supplemental life up to the guaranteed issue during the most recent open enrollment because of the pandemic. We suspect employees were frightened and added the coverage if they didn't have it before.**

26. Question: The provided voluntary coverages bill does not appear to contain the supplemental life. Please provide a recent bill for the supplemental life and spouse life, split by tobacco status.

**ANSWER: Please use the census provided to calculate the supplemental life, spouse life, with tobacco and non-tobacco status. This is not information that the County provides with their billing. Boulder County utilizes a Simplified Billing method for Supplemental Life. They estimate the monthly premiums in January and pay the same amount each month. The Hartford requests a new census each December to determine premium estimates/amounts for the next year. Boulder County does not provide billing back-up for the Supplemental Life each month.**

27. Question: Will the life insurance plan be self-administered/self-billed by the employer, or will the insurance carrier be responsible for maintaining individual employee records and for generating monthly invoices?

**ANSWER: Self-Administered. Per the custom questionnaire, the client would like the carrier to generate the initial invoice off of the initial enrollment file. (simplified billing process described above) That amount will be consistently paid for all 12-months of the year. Each year a new file will be sent 1x per year to update the invoicing for the coming year. The client maintains all records.**

28. Question: 2020's premium, volume and lives are the exact same by month for OPTL/DEPL. Is it possible to have 2020 updated to their actual paid premium, volume and lives by month?

**ANSWER: The bills are reflective of what Boulder County reports. Please see the "simplified billing" explanation provided above.**

29. Question: Implementation and audit credits have been requested. Please provide a detailed explanation of the services that will be covered under this request and who the credit will be payable to.

**ANSWER: Per the General Questions tab, the \$10,000 credit will be used over the life of the agreement for any implementation, communication, and technology file costs and will be taken as an invoice credit. The audit credits are payable directly to Aon's audit team for their services. A Letter of**

**Agreement will be put into place between Aon and the Carrier to address services and payment for each audit.**

30. Question: The RFP mentioned audit fees and credits. Please advise who will receive payments for the audit fees and credit requested?

**ANSWER: The client will directly receive credit for the \$10,000 implementation and tech support amount. The client will indirectly receive the audit credits as those amounts will be paid directly to Aon for audit services to the County.**

31. Question: Please provide a description of your claims submission process; including such items as information gathering, submission, follow up and resolution.

**ANSWER: To start a FMLA or STD claim process, a supervisor will complete the internal, online notice. This notice is sent to the benefits team who will then send a cover letter explaining FMLA, instructions on how to do their timecard before and after Hartford approves the leave, and how to contact Hartford to open a claim. It is the employee's responsibility to contact Hartford and open a claim. Hartford will then mail the required forms to the employee's home. It is the employee's responsibility to make sure the forms are completed by their provider and returned to Hartford for review. Rather than having the information mailed, the employee can request that Hartford fax the information to their provider. This requires the employee to make sure their provider received the forms and inquire as to when they will be completed. Once completed, the employee will need to check if their provider will fax the completed forms back to Hartford or if their doctor expects the employee to pick up and fax the forms themselves. If the employee has questions on process or issues with Hartford, they will contact HR for assistance.**

**When filing a life claim the process is started in the HR office. Upon learning that an employee or their family member has passed away, a benefits team member within HR will complete the employer section of the claim form. To file the claim with Hartford, it requires a copy of the elected beneficiary and a copy of the enrollment attached. This is then sent to the employee or the beneficiary on file for them to sign and attach the death certificate. The entire packet is then faxed to Hartford for review.**

32. Question: Please provide the details of your current portability and conversion administration process.

**ANSWER: The Hartford is not providing Portability & Conversion Notification Services. If terminating employees are interested in continuing coverage, they need to send a Notice of Continuation application for a Portability and/or**

**Conversion quote to The Hartford. This must be received by The Hartford no later than 91 days after the employee/dependent's coverage termination date. Selman & Co. is the vendor Hartford partners with to administer Portability and Conversion.**

33. Question: Do you currently use a TPA or software vendor for you benefits enrollment and eligibility? If so, can the name of the vendor be released?

**ANSWER: The County uses Aon's open enrollment platform (U2X). Verification of eligibility (documentation establishing dependent relationship) is currently handled internally within the Human Resources team, and the Hartford makes determinations about insurability.**

34. Question: For purposes of coordinating waiver of premium with the LTD plan, what is your LTD definition of disability?

**ANSWER: 2 Year Own Occ**

35. Question: Please describe your Evidence of Insurability process; including such things as submission, follow-up and notification.

**ANSWER: Verification of eligibility (documentation establishing dependent relationship) is currently handled internally within the Human Resources team, and the Hartford makes determinations about insurability.**

36. Question: Please describe any established file transfers you have in place today.

**ANSWER: The file layout of what is currently in place was provided as an attachment to this RFP. Please review it and respond to the custom questions about it. (BC Custom Qs tab)**

37. Question: What's the best way to communicate with your employees during enrollment and throughout the year?

**ANSWER: The County likes to use a variety of media to communicate with employees. There is an enrollment brochure that is printed and mailed to employees prior to open enrollment each year, that brochure also lives on the BC intranet, and it is sent out via email.**

38. Question: Are current beneficiary designations held electronically or on paper?  
Who holds current beneficiary designations?  
What is the process to share beneficiary information with the current carrier?  
Are designation details (e.g. name, class, share) stored as system data, images or both?



**ANSWER: These are stored electronically within the HRIS and FileNet storage systems. The enrollment information is also shared with the current carrier via the weekly interface. The electronic copy of an employee's annual enrollment elections from Aon are stored in FileNet, evidence of insurability documents are stored in FileNet, and letters of approval above the GI amount are also scanned and saved in FileNet. Beneficiary information is shared with the current carrier at time of claim.**

39. Question: Please advise of any potential layoffs are expected due to current economic conditions due to Covid19.

**ANSWER: The County didn't need to do any layoffs during COVID or prior economic downturns and we don't anticipate any in the future.**

40. Question: We were unable to locate the Intent To Bid Form mentioned in the RFP, if there's a formal form required please advise.

**ANSWER: There is no formal form. Submission of questions by the deadline is all that is required to express an intent to bid.**

41. Question: Please advise of any additional leaves are being requested for FMLA?

**ANSWER: Only FMLA and any applicable State Leaves are being administered. No company specific leaves are being administered at this time.**

42. Question: Please confirm which leaves are outsourced to Hartford under the current FMLA Plan beyond Federal & State.

**ANSWER: Only FMLA and any applicable State Leaves are being administered. No company specific leaves are being administered at this time.**

43. Question: If you would like any Corporate Leave programs to be included in the Leave administration/management quote please provide copies of those Corporate Leave programs.

**ANSWER: Only FMLA and any applicable State Leaves are being administered at this time. No company specific leaves are being administered currently or are being requested.**

44. Question: Please provide a copy of your current FMLA Services Agreement with Hartford.

**ANSWER: Attached Leave Management Agreement with 2 addenda.**

45. Question: Please confirm the intent behind the request for a Supplemental Life Open Enrollment as over 50% of the County is currently participating in the Supplemental Life program.

**ANSWER: Public Sector entities are used to more frequent open enrollment opportunities than corporate entities. We recognize that BC had an open enrollment last year, thus our request to have one true OE during the expected 5-year relationship.**

46. Question: When was the last Open Enrollment Period held and how was it done? What is the strategy to drive enrollment?

**ANSWER: The most recent true OE was in November 2020 for January 1, 2021 benefits. This was the county's annual active/mandatory open enrollment period. The fact that it is mandatory requires that employees review all of their benefits annually and due to the pandemic, this was paired with an enrollment up to GI for the life benefits. Aon counselors were available for virtual one-on-one benefit counseling appointments and the county rolled out a more comprehensive benefits guide that was mailed to homes since many employees were virtual.**

47. Question: Please confirm the current Enrollment Platform can accommodate online enrollment.

**ANSWER: The county currently utilizes Aon's online open enrollment platform (U2X). Employees can also call and have a counselor complete their enrollment with them over the phone**

48. Question: Can you provide the number of COVID Leaves that are included in 367 total Leaves Received in 2020?

**ANSWER: Unfortunately, vendors didn't have the foresight to predict a pandemic and code the claims for this specific identifier. Also, due to comorbidities any COVID claims may have been coded with various diagnosis codes. Diagnoses codes are HIPAA and can't be released.**

49. Question: STD – can you provide the number of compensable COVID STD claims that are included in the STD claims experience provided? Or can COVID claims experience be provided separately?

**ANSWER: Unfortunately, vendors didn't have the foresight to predict a pandemic and code the claims for this specific identifier. Also, due to**

**comorbidities any COVID claims may have been coded with various diagnosis codes. Diagnoses codes are HIPAA and can't be released.**

50. Question: STD – does your current plan provide 6 weeks or 8 weeks of benefits (including the Elimination Period) for C-Section?

**ANSWER: The STD plan provides 25 weeks of benefit for all qualified illnesses, injuries, and pregnancies (pg 16 of the STD booklet). Additionally, The Hartford policies do not identify durations for a specific conditions/diagnosis. They state the general maximum duration of benefits. (Durations for specific conditions are proprietary.)**

51. Question: STD – please provide updated claims experience through 3/31/21.

**ANSWER: Per Aon Broking, this is not necessary. Data provided is through 1/31/2021.**

52. Question: Life – please confirm the age reduction schedule. The contracts state they are as described in the prior policy which was not provided.

**ANSWER: Not applicable. There are no age reductions in the current policies.**

53. Question: Life – are there any pending claims currently?

**ANSWER: This is not really valid. The member we respond “no” a claim could come in. That said, there is one pending Life claim at this time. The reported benefit amount is \$133,000.**

54. Question: Life waiver of premium – there is one claim from July 2020 that is shown as pending. Can you provide any details or an update on this Waiver of Premium claim status?

**ANSWER: Attached is a Life Premium Waiver report, “Life Premium Waiver Status 4-25-2021”. According to the report, there are three approved waiver claims and one pending. (One claimant has both a Basic Life and Voluntary Life Premium Waiver claim approved.)**

55. Question: Life – can you provide details on the job sharing arrangement included in the eligibility? Are there any minimum hours required by the person working fewer hours (i.e. can 2 employees in a job sharing arrangement where one works 32 hours/week and the other works 8 hours/week both be covered)?

**ANSWER: Employees need to be benefits eligible (working at least 20 hours per week) to be eligible for this provision. Then, yes, the 40 hour/week**

**requirement can be shared between two employees. There is no minimum hours requirement noted for each employee.**

56. Question: Supplemental Life – the RFP says spouse coverage is \$10,000 increments to \$50,000. But the contract says \$10,000 increments to \$300,000, and there are 48 spouses with over \$50k on the census. Please confirm you want \$10,000 increments to \$300,000 quoted (with \$50k guaranteed issue).

**ANSWER: Apologies. The \$300,000 maximum is correct. \$50,000 is the GI.**

57. Question: Please review the request Implementation Credits and confirm what we should be including – all these credits have a direct impact on the quote rates.

**ANSWER: The request is for all quotes (*including incumbent*) to include *all 3* of these credits.**

**Submittal Instructions:**

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 12, 2021.**

**Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 7231-21** in the subject line.

All proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER  
ACKNOWLEDGMENT**

April 27, 2021

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #7231-21, Life & Disability Program.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

**Signed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company** \_\_\_\_\_

End of Document

**LEAVE MANAGEMENT SERVICES AGREEMENT  
("Agreement")**

THIS AGREEMENT is made effective as of **January 1, 2014** (the "Effective Date") by and between **Boulder County**, a company with its principal place of business located at **2025 14th Street, Boulder, CO 80302** ("Employer", "you" or "your"), and **Hartford-Comprehensive Employee Benefit Service Company**, with its principal place of business located at 200 Hopmeadow Street, Simsbury, CT 06089 ("we" or "us").

**PREMISES**

WHEREAS, on **January 1, 2014**, **Hartford Life and Accident Insurance Company** issued group Short Term Disability insurance policy number **395250** to you, insuring certain employees; and

WHEREAS, the fully insured plan provides short term disability benefits for those who are disabled under the terms of the plan and otherwise meet the plan's eligibility and proof of loss requirements; and

WHEREAS, on **January 1, 2010**, **Hartford Life and Accident Insurance Company** issued group Long Term Disability insurance policy number **395250** to you, insuring certain employees; and

WHEREAS, on **January 1, 2010**, **Hartford Life and Accident Insurance Company** issued group Life insurance policy number **395250** to you, insuring certain employees; and

WHEREAS, you also provide your employees with a Leave Program which includes but is not limited to leaves of absence pursuant to the Family and Medical Leave Act of 1993 ("FMLA") as amended by the National Defense Authorization Act for FY 2008 ("NDAA"); and

WHEREAS, we have established Leave Management Services, which include customer service, telephonic intake, eligibility determination, and tracking and reporting of leaves of absence under the FMLA, applicable state leave laws, and other applicable family and medical leave occurrences; and

WHEREAS, you have requested that we provide such Leave Management Services to you and your employees, with respect to Leave Events and Run-In Leave Events, and we have agreed to do so.

NOW, THEREFORE, in consideration of the above and the mutual promises and covenants contained in this Agreement, and with the intention to be legally bound hereby, the parties hereto agree as follows:

**I. Definitions**

- (a) **Employee(s)** – All active employees on Your payroll system including any full time, part time or temporary employees regardless of eligibility for leave under the federal Family and Medical Leave Act.
- (b) **Expected Return to Work Date** – The date we determine that an Employee is expected to return to work after a Leave Event or a Run-In Leave Event, based upon the medical and/or other information provided to us.
- (c) **Leave Program** – Your programs or policies of Employee leaves, which include FMLA leaves.
- (d) **Leave Management Services** – The services provided by us under this Agreement, as outlined in Schedule A.
- (e) **Leave Event** - A continuous, reduced schedule, or intermittent period of time away from work which begins, and is reported to us by or on behalf of an Employee, on or after the Effective Date of this Agreement.

- (f) **Run-In Leave Event** - A continuous, reduced schedule, or intermittent period of time away from work which is reported to us by or on behalf of an Employee, and which began prior to **January 1, 2014** and which remains open as of **January 1, 2014**.
- (g) **Substantive Change** – A change in the exposure of the Leave Program Or Policy due to one or more of the following:
- (1) a material change in the benefits provided by the Leave Program Or Policy;
  - (2) the addition or deletion of subsidiaries, affiliates or participant units or employers;
  - (3) a relocation of your place of business, or that of a subsidiary, affiliate, or participant unit or employer;
  - (4) an increase or decrease of 15% or more in the number of Employees; or
  - (5) a change in the level of services we provide you.

The term “Substantive Change” shall also mean the inception or termination of a group insurance policy or another benefit administration agreement issued by us to you.

- (h) **Intellectual Property Rights** – Any and all intellectual property rights existing from time to time under law or regulations, including without limitation patent law, copyright law, moral rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor’s certificates) anywhere in the world, including without limitation any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

## 2. Term

The initial term of this Agreement shall expire on December 31, 2014. Upon mutual agreement by the parties, this Agreement may be renewed for four additional one-year periods through December 31, 2018 during which time this Agreement shall be in full force and effect. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Agreement or any subsequent renewals.

## 3. Fees

In exchange for our provision of the Leave Management Services as described in Schedule A, you agree to pay us, as of **January 1, 2014**:

- (a) an ongoing monthly fee. The amount of this monthly fee equals **\$2.22** multiplied by the number of Employees as of the first day of each calendar month commencing on the Effective Date of this Agreement. Plus,
- (b) A fee for management of Run-In Leave Events (takeover leaves that are open on the Effective Date): **\$55** per Run-In Leave Event subject to a minimum of **\$5,000** and a maximum of **\$65,000** when leave history and Run-In Leave Events are provided in the .xml format but not corresponding to our file layout, or, if leave history and Run-In Leave Events are provided in a format other than the .xml format. There is no charge if leave history and Run-In Leave Events are provided in the .xml format and correspond to our file layout as this is a pass-through file that can be uploaded and transmitted to The Hartford’s Leave Management system.

The fees apply to active Run-In Leave Events only, not to leave history.

There will be no additional fee for Run-In Leave Events when no leave history is being provided

Payment of these fees shall be made to us within 31 days of your receipt of our statement of such fees.

The Hartford does not assume liability for the accuracy of any information transmitted to The Hartford or any actions taken or decisions made by Employer before the Effective Date with regard to Run-In Leave Events.

4. Disclaimer

We represent and warrant that we will perform our obligations under this Agreement with ordinary skill and diligence in accordance with industry standards and in accordance with all relevant laws. The warranty set forth in the foregoing sentence together with any other warranty expressly set forth elsewhere herein are in lieu of all other expressed and implied warranties including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. Indemnification and Hold Harmless

To the extent permitted by law, you will hold harmless and indemnify us, our agents, employees, officers, directors, shareholders, affiliated and subsidiary companies, contractors, representatives, successors and assigns from any and all claims, demands, damages, suit for damages, actions, causes of action, interest payments, penalties, reasonable expenses and costs including attorney's fees incurred in defense of or in settlement of all actions, causes of actions, suit or suits, or demands, third party or otherwise (individually "Claim" and collectively "Claims"), which arise during or after the term of this Agreement, and which arise in whole or in part out of, but only to the extent resulting from, (i) your material breach of this Agreement, and/or (ii) your intentional misconduct, negligence, or criminal misconduct; provided, however, your indemnification obligations hereunder shall not apply to the extent a Claim relates to any matter for which we are required to indemnify you as provided for in the paragraph immediately set forth below in this Provision 5.

We will hold harmless and indemnify you, your agents, employees, officers, directors, shareholders, affiliated and subsidiary companies, contractors, representatives, successors and assigns from any and all claims, demands, damages, suit for damages, actions, causes of action, interest payments, penalties, reasonable expenses and costs including attorney's fees incurred in defense of or in settlement of all actions, causes of actions, suit or suits, or demands, third party or otherwise (individually "Claim" or collectively "Claims"), which arise during or after the term of this Agreement, and which arise in whole or in part out of, but only to the extent resulting from, (i) our material breach of this Agreement, and/or (ii) our intentional misconduct, negligence, or criminal misconduct; provided, however, our indemnification obligations hereunder shall not apply to the extent a Claim relates to any matter for which you are required to indemnify us as provided for in the paragraph immediately set forth above in this Provision 5.

This Provision 5 shall survive the termination of this Agreement.

6. Termination

- (a) **Termination of Agreement.** This Agreement may be terminated at any time for cause or when both parties agree in writing to such termination, or by either party after it has been in effect 180 days upon thirty days written notice to the other party.
- (b) **Automatic Termination.** This Agreement will terminate automatically under the following circumstances, at which time we shall cease providing Leave Management Services for all Employees under the respective plan(s) or service(s):



- (i) the Short Term Disability group insurance policy 395250 cancels or terminates, or your Leave Program or Policy cancels, or your insured Long Term Disability policy cancels or terminates; or
  - (ii) you fail to pay any of the fees due under this Agreement in accordance with the time frames set forth in Provision 3.
- (c) Extension of Services. It is agreed that during the 180 day period following the date on which the STD Plan and this Agreement terminate, we will continue to provide Leave Management Services with respect to Employees whose leaves of absence began prior to such termination date. We will have no obligation to provide any Leave Management Services, regardless of the date on which the leave of absence began, after the date such period ends.
7. Amendments No waiver or amendment of this Agreement shall be effective unless it is in writing and signed by your and our duly authorized officers, except that:
- (a) We may, at our sole discretion and without your express written or verbal consent, make changes to the standard cover letter and leave/disability package forms described in Schedule A, upon thirty days written notice. The thirty days notice will not apply, however, to changes that are a direct result of compliance with applicable state and/or federal requirements.
  - (b) After this Agreement has been in force for three years we may, at our sole discretion and without your express written or verbal consent, change the monthly fees we charge for Leave Management Services, by giving you 90 days written notice. We reserve the right, however, to change such fees on or after the effective date of a Substantive Change upon 90 days written notice.
8. Proprietary Rights and Confidentiality

The trade secrets, trademarks, systems, process and methods, procedures, data format, data gathering and retrieval system and methods, all of our data, computer software, computer hardware, program name, design and manuals, all data, reports and printed material furnished or developed by us or a subcontracted or affiliated organization (all herein called "Our Data, Systems and Proprietary Rights") in accordance with this Agreement which is considered by us to be "Confidential" or "Proprietary" or "Not for Public Disclosure" or which shall be copyrighted, registered or otherwise protected, are confidential and/or proprietary information owned by and proprietary to us. Any use, duplication, furnishing, disclosure, dissemination, publication, or revealing in any way by you of Our Data, Systems and Proprietary Rights, furnished by you, your employees and officers to any person, organization, firm, or government agency contrary to law or to the provisions and terms of this Agreement shall obligate you and the party failing to hold said data on a confidential basis, to the extent permitted by law, to indemnify and hold us harmless from any damages, litigation, liability or claimed liability, claims, and any expenses, including reasonable attorneys' fees, and incidental expenses resulting from any such improper use, furnishing, disclosure or revealing of Our Data, Systems and Proprietary Rights occurring during the term of the Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by us.

In the event either party is served with a subpoena, request for production of documents or other legal process, such party shall immediately notify and send a copy of such subpoena or legal process to the other party so that such other party may determine whether any of its confidential or proprietary data, reports, or other printed material may be included in the data.

Such other party may, at its own expense, take such legal action as it deems necessary to preserve the confidentiality of its data.

For purposes of this Agreement, Confidential Personal Information means financial and medical information that identifies an individual personally and is not available to the public, including, but not limited to, credit history, income, financial benefits, policy or claim information and medical records ("CPI"). Both parties agree

to use and disclose CPI only to carry out the purposes for which it was disclosed to them and will not use or disclose CPI if prohibited by applicable law, including, without limitation, statutes and regulations enacted pursuant to the Gramm-Leach-Bliley Act (Public Law 106-102). If either party outsources services to a third party, such third party will agree in writing to maintain the security and confidentiality of any information shared with them.

Medical records are provided to us for the sole purposes of establishing Leave Management Services, which include customer service, telephonic intake, and tracking and reporting of FMLA, state, family, medical and other leave occurrences. Medical information contained in those records is the property of the patient and is confidential. We will not divulge, or permit to be divulged, medical information to any party, except pursuant to, and only to the extent required by:

- (i) a validly executed and served subpoena for records; or
- (ii) a written authorization to release medical information, signed and dated by the patient or, if a minor, the patient's legal guardian; or
- (iii) an agreement to conduct an audit, in a form acceptable to us, to be performed by an independent auditor who agrees to strictly maintain the confidentiality of medical information and who possesses signed authorizations from the patients in scope for the audit; or
- (iv) a request from you that we provide patient and/or employee-identifiable information to you or to any other person or entity. With respect to such a request, you hereby agree:
  - (a) that such information will be used solely for purposes relating to administration of the Leave Program; and
  - (b) to the extent permitted by law, to indemnify and hold us harmless from and against any and all claims, costs (including but not limited to reasonable attorneys' fees and court cost(s), expenses, liabilities, damages, etc., arising directly or indirectly from:
    - (1) our provision of such patient and/or employee-identifiable information in accordance with your instructions; and
    - (2) use of the patient and/or employee-identifiable information by you and/or by the individual/entity to whom which we provided such claimant-identifiable information.
- (v) us when, in our sole discretion, we may determine such disclosure to be reasonable and permitted by applicable law and give our consent.

"Confidential Information" means any information not generally known by third parties, including your competitors or the general public. It includes (but is not limited to) your salary levels, policies and procedures, software, data, marketing materials, products, methods, trade secrets, reports and information about your strategies and finances. We will treat information that is not expressly identified as "confidential" as confidential if, under the circumstances, we know or have reason to know that you intend to keep that type of information confidential.

We shall not use or disclose any Confidential Information we receive or acquire to a third party or to employees other than those employees or third parties who have a need to know in order to fulfill the Leave Management Services provided hereunder and who have agreed in writing to similar confidentiality provisions. This obligation of confidence shall survive termination of this Agreement.

Restrictions on disclosure and use set forth in this Agreement shall not apply with respect to information that:

- (i) is in the public domain at the time it is disclosed or becomes part of the public domain after disclosure without the receiving party's breach of any obligation owed to the disclosing party;
- (ii) was in the possession of the receiving party or known by it prior to receipt from the disclosing party; or
- (iii) was rightfully disclosed to the receiving party by a third party without restriction.

We have the right to enforce this provision and protect our rights by all means available, whether by an action at law or in equity, or both, now or at any time in the future, and specifically including, but not limited to, injunction, the necessity of which is conceded by the parties as being necessary and appropriate.

9. Intellectual Property Rights

Each party shall maintain all Intellectual Property Rights of the other party during the Term and after the Termination of this Agreement. The terms of ownership and use of Intellectual Property under this Agreement are as follows.

- (a) **Work Product** means the results of all the Services under this Agreement. Work Product does not include pre-existing inventions, ideas, or original works of authorship conceived or made by you by yourself or jointly with others.
- (b) **Ownership of Work Product:** Both during the Term and after the Termination of this Agreement, all Work Product delivered to you under this Agreement, except for portions as specified in this section, is the Hartford's property and belongs exclusively to The Hartford except for the reports that The Hartford sends to you, which belong to you exclusively. Work Product includes, without limitation, all deliverables (including developed software), software specifications, operating instructions, technical information, data, reports, documents, including, but not limited to, The Hartford's websites that may be accessed by you. In addition, The Hartford shall have all right, title and interest, including ownership of any and all copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the Work Product and all copies made from it. To the extent that any of the Work Product is not deemed a *work for hire* by operation of law, you hereby irrevocably assign, transfer and convey to The Hartford, without further consideration, all of your right, title and interest in and to such Work Product, including all rights of patent, copyright, trade secret and all other proprietary rights in such materials. Employer agrees to execute any documents or take any other actions as may reasonably be necessary, or as The Hartford may reasonably request, to evidence, perfect, maintain and enforce The Hartford's ownership of any such Work Product.
- (c) **Employer Proprietary Information.** The Hartford acknowledges that Employer may incorporate into the Work Product certain pre-existing Employer proprietary methodologies, content, forms, models, or information developed by Employer prior to the Effective Date of this Agreement and outside of this Agreement and the Services provided hereunder ("Employer Proprietary Information"). Such Employer Proprietary Information, even if incorporated into any Work Product, remains (as between Employer and The Hartford) the exclusive property of Employer, provided that Employer identifies in writing to The Hartford such Employer Proprietary Information prior to the Effective Date, or thereafter with appropriate documentation of ownership of such Employer Proprietary Information. Employer hereby grants to The Hartford and its affiliates a non-exclusive, fully paid, perpetual, irrevocable worldwide license to use, execute, reproduce, display, perform, distribute and create derivative works, and make modifications and improvements to Employer Proprietary Information incorporated into any Work Product.
- (d) **Employer Patent License.** In consideration for the fees payable to The Hartford under this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Employer hereby (i) grants, will grant and shall cause other Employer parties to grant, to The Hartford and Hartford affiliates, a perpetual, irrevocable, worldwide, non-exclusive and royalty-free right and license to develop, make, have made, offer to sell, sell, use and import, any product or service within the insurance and financial industries and any ancillary businesses related thereto and (ii) covenants and agrees, at all times, to refrain from commencing any legal action against The Hartford arising from, relating to, in connection with or based on any alleged infringement of the Employer's patent rights based upon any past, present or future activity of The Hartford or Hartford affiliate. Employer shall ensure that any purchaser, assignee or exclusive licensee of one or more of

Employer's patent rights agrees in writing to the provisions of this section, and Employer acknowledges and agrees that any transfer of any of Employer's patent rights without the foregoing provision shall be null and void.

10. Your Responsibilities

- (a) You warrant and represent that your Leave Program complies with the applicable local, state and/or federal laws.
- (b) You are responsible for the ongoing compliance of your Leave Program with all applicable local, state and/or federal law.
- (c) You agree to post the notice to Employees that describes the features of your Leave Program, in the form and manner required by applicable local, state and/or federal FMLA laws.
- (d) You agree to provide us with an electronic eligibility feed of all full time, part time, and temporary Employees which conforms to our standards. This feed shall identify your Employees, as well as those Employees who are your key employees as defined in applicable local, state and/or federal FMLA laws. You also agree to provide us with updates to this feed, on a continuing weekly basis while this Agreement is in effect.
- (e) You agree to notify Employees of the requirement to use the toll-free (800) telephone number, provided by us as described in Schedule A, in order to initiate our Leave Management Services.
- (f) As soon as you are aware, you agree to notify us of all actual return to work dates of Employees for whom our Leave Management Services have been initiated when the Employee returns to work prior to the Expected Return to Work Date, or when the Employee fails to return to work on the Expected Return to Work Date. You agree to notify us either by electronic mail or telephone with the appropriate information within 24 hours of becoming aware of the return to work status.
- (g) In the event that this Agreement terminates in accordance with Provision 6, it is your responsibility to notify Employees that we will cease providing Leave Management Services as of the date this Agreement terminates or the date any described extension of services ends, as applicable.
- (h) You agree to provide us, in a mutually agreeable format, history of all leaves of absence that began prior to the Effective Date of this Agreement, and supporting documentation of all Run-In Leave Events where applicable. You will not be required to provide history if you choose to start Employees with a full allotment of leave time and not count leaves taken prior to the Effective Date.
- (i) You agree to provide the name of your designated company contact(s) and you will notify us immediately of any change to the designated company contact(s).
- (j) You agree to provide us written notification of all Substantive Changes that occur while this Agreement is in effect, as well as those which occurred in the twelve month period prior to the Agreement Effective Date.
- (k) You agree that you have provided complete and accurate responses to the Leave Management Services Questionnaire and acknowledge that you have read and agree with the information contained within the document.
- (l) You shall limit access to Confidential Information to those employees, authorized agents, vendors, consultants, service providers, and subcontractors who have a reasonable need, and are permitted by law, to access such Confidential Information solely for the Services stated above (the "Authorized Persons").

You shall ensure that each Authorized Person: (a) is advised of and complies with the provisions of this agreement regarding the privacy and security of Confidential Information; (b) is trained regarding his handling of Confidential Information; and (c) signs a written agreement acknowledging that he or she has been trained and shall comply with the requirements of your Information Security Safeguards.

11. Miscellaneous

This Agreement in no way supersedes, alters, or modifies the plan, nor your Leave Program.

12. General Provisions

- (a) **Severability** If any provision of this Agreement shall be declared or found to be illegal, invalid, unenforceable or void, the parties shall be relieved of their obligations under such provision. The validity of the remaining provisions shall not be affected.
- (b) **Complete and Entire Agreement** This Agreement, and all Schedules and attachments hereto, if any, constitute the entire agreement of the parties pertaining to the transaction hereunder, and supersede and replace all written and oral agreements previously made or existing by and between the parties or their representatives with regard to Leave Management Services.
- (c) **Non-Waiver** Except as otherwise specified herein, no act, delay, omission or course of dealing by or between the parties to this Agreement shall constitute a waiver of any right or remedy under this Agreement. No waiver, change, modification or discharge, in whole or in part, of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized officer of the party agreeing to said waiver, change, modification or discharge. The waiver of any right or remedy under this Agreement shall not constitute a continuing waiver, nor a waiver of any other right or remedy, unless expressly provided in writing to the contrary.
- (d) **Counterparts** This Agreement may be executed in one or more counterparts, all of which together shall constitute an original Agreement.
- (e) **Governing Law** Any question, claim, or controversy arising out of or relating to this Agreement shall be governed by the laws of the State of Colorado
- (f) **Force Majeure** Neither party shall be liable for any delay or non-performance of any covenant contained herein, nor shall any such delay or non-performance constitute a default hereunder, or give rise to any liability for damages if such delay or non-performance is caused by an event of "force majeure". As used herein, the term "force majeure" means any act or explosion, disease, pandemic or other health emergency, action of the elements, strike or other labor relations problem, restriction or restraint imposed by law, rule or regulation of any public authority, whether federal, state or local, and whether civil or military, act of any military authority, interruption of transportation, facilities or any other cause which is beyond the reasonable control of such party and which by the exercise of reasonable diligence such party is unable to prevent. The existence of any event of force majeure shall extend the term of performance on the part of such party to complete performance in the exercise of reasonable diligence after the event of force majeure has been removed.
- (g) **Relationship of Parties** You understand and agree that our provision of Leave Management Services under this Agreement does not in any way create an agency, joint employment or other non-contractual relationship.
- (h) **Independent Contractor** We are an independent contractor for all purposes, both legal and practical, in performing services under this Agreement. Neither we nor our agents or employees are agents or

employees of Boulder County for any purpose. As an independent contractor, we are responsible for employing and directing all personnel and agents as required to perform the services under this Agreement, shall exercise complete authority over our personnel and agents, and shall be fully responsible for their actions.

(i) **Insurance Coverage** We shall procure and maintain, at our own expense and without cost to you, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which we have assumed until this Agreement has expired or is terminated:

- (1) Commercial General Liability. This coverage should be provided on an ISO 1998 Form or most current with minimum limits of \$1,000,000.00 combined single limit for each occurrence.
- (2) Workers' Compensation and Employer's Liability. Workers' Compensation shall be maintained with the statutory limits. Employer's Liability shall be for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.
- (3) Professional Liability Insurance. This coverage shall be maintained with a minimum policy limit of \$1,000,000 per claim. This policy shall provide coverage to protect you against liability incurred as a result of the professional services performed under this Agreement.
- (4) Automobile Liability Insurance. This coverage shall be maintained with a minimum policy limit of \$1,000,000 per accident. This policy shall provide coverage to protect you against liability incurred as a result of any automobile accident involving all vehicles owned, non-owned, and hired to be used in performing the professional services under this Agreement.

We shall provide Certificates of Insurance to you upon request demonstrating that the insurance requirements have been met prior to the Effective Date. The Commercial General Liability certificate shall indicate Boulder County as an Additional Insured as follows:

County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

These Certificates of Insurance shall also contain a language stating that the insurance carrier will endeavor to provide thirty (30) days written notice of cancellation to you.

The certificate holder is: Boulder County  
Attn: Pam Stonecipher, Risk Manager  
Boulder County  
P.O. Box 471  
Boulder, CO 80306

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date hereof.

**Hartford-Comprehensive Employee Benefit Service Company**

**Boulder County**

Accepted by: David Kuzenski

Accepted by: Cindy Domenech

Date: 2/21/2014

Date: 03/11/14

## SCHEDULE A

We agree to provide the following Leave Management Services:

We will administer leaves of absence under the Family and Medical Leave Act (FMLA) and state leave laws identified in Exhibit 1 in accordance with your Leave Program.

1. Absence Administration Process: We will provide a toll-free (800) telephone number for Employees to use, to report a Leave Event under your Leave Program Or Policy. We will answer calls, triage each Leave Event, and explain the process to the Employee at the time of initial intake. This process is generally as follows:

(a) During the first call to report a Leave Event, we will:

- 1) Describe the Leave Management Services;
- 2) Gather information relating to the Leave Event, such as the reason, duration, and anticipated return to work date;
- 3) Determine whether or not the employee is an eligible employee based on the eligibility file data;
- 4) Explain the ongoing process.

We will confirm certain information about the Employee, such as home address and telephone number, and the name of the Employee's supervisor.

(b) If the Employee has called to request a leave under the Colorado Family Care Act to care for a Domestic Partner or Same Sex Spouse of a marriage that is legally recognized in another state, or to request a leave to care for a Domestic Partner under the FMLA, we will:

- 1) Direct the Employee to contact Boulder County to discuss options for their leave
- 2) Send an email to [LeaveAdministrator@BoulderCounty.org](mailto:LeaveAdministrator@BoulderCounty.org) to inform Employer that Employee has requested Leave but has been referred back to Boulder County

If an Employee has been referred to Boulder County for leave options, The Hartford will not administer this leave or any other leave for the Employee, including subsequent leaves for Employee's own condition

- (c) We will send to the Employee following receipt of initial notice of the Leave Event via regular mail and within the time frame established by applicable federal and/or state requirements a leave/disability package, which will include our standard cover letter, Notice of FMLA Eligibility and Rights and Responsibilities, and other documentation as may be required according to the type of leave, for example a Certification of Health Care Provider form.
- (d) We will send electronic mail to the designated company contact(s), to provide notification of the leave request and to obtain the date and hours of the Employee's last day worked if appropriate.
- (e) In the event facts or circumstances relating to an Employee render it unclear as to whether the Employee is eligible under your Leave Program Or Policy, we will contact your designated company contact(s) for direction in determining the Employee's status.
- (f) In the event facts or circumstances, including but not limited to conflicting case law that would result in a different determination, relating to an Employee's Leave Event render it unclear as to whether the Leave

Event should be approved under your Leave Program Or Policy, we will contact your designated company contact(s) for direction in determining whether or not to approve the Leave Event.

- (g) We will send, via regular mail, notification to the Employee of our determination as to whether the Employee qualifies for leave under your Leave Program Or Policy. This notification will be sent within the time frame established by applicable federal and/or state requirements for notification following receipt of the doctor's certification and/or any other necessary information, absent extenuating circumstances.
  - (h) In the event an extension or change to an Employee's leave occurs, provided we are notified, we will notify the designated company contact(s) accordingly, and send any additional applicable paperwork to the Employee.
  - (i) Absent extenuating circumstances, we will deny certification if the Employee fails to produce medical certification, when required, within fifteen business days from the leave request. When extenuating circumstances are presented, and have been verified, we may allow the Employee a reasonable period of time to produce required medical certification.
  - (j) During the period an Employee is absent from work, the Employee may telephone us with any questions with respect to the leave, and we will respond to such questions as soon as practicable.
  - (k) We will send notifications of the following events to the Employee and the designated company contact(s):
    - 1) the Employee's Expected Return to Work Date;
    - 2) the exhaustion of FMLA or state leave time and/or exhaustion of other leaves we are administering; and
    - 3) any returns to work for continuous absences exceeding three days.
  - (l) We will track Employee absences under your Leave Program.
  - (m) We will administer your Family and Medical Leave Program based on the information you provide to us, as described in Provision 10. We assume no liability or responsibility for the accuracy of such information provided by you.
  - (n) When we have reason to doubt the validity of an initial or annual medical certification, we agree to assist you in identifying a vendor to provide a second or a third opinion as necessary and as approved by you. You agree that any costs associated with such opinions, including reasonable out-of-pocket travel expenses incurred by an Employee in accordance with FMLA regulations, will be paid by you.
2. We will provide the appropriate services described in Paragraph 1 above, for Run-In Leave Events
3. Transition of Run-In Leave Events: It is understood and agreed that if you have requested that we assume the management of leaves active as of the Effective Date of this Agreement, you will provide us with the historical information necessary for us to administer these active leaves. If you are unable to provide us with the necessary leave history to support the management of leaves active on the Effective Date, you understand that all Employees will be provided with a full allotment of leave time (12 weeks for FMLA and any applicable state leave) as of the Effective Date of this Agreement. In the event a full allotment of leave time is required because you are unable to provide leave history, you understand that we cannot request recertification for a continuous leave until the Employee requests an extension of that continuous leave. You also understand that we cannot request recertification for an intermittent leave until six months after the Effective Date. In all cases, the Employee must contact us to request an extension of their active continuous leave or to report absences associated with their active intermittent leave.



4. Reports: We will provide web-based access to reports and to leave status inquiries.
5. Transfer of Data: In the event this Agreement terminates, we agree to transfer Leave Event and Run-In Leave Event data in our possession at your written direction in our standard format, either back to you or to a successor administrator upon receipt of an acceptable authorization and signed release.
6. Outsourcing of Services: We may, at our option, utilize an outside vendor with respect to any of our Leave Management Services, upon ninety days written notice to you. Such outsourcing shall be subject only to the terms agreed upon between the outside vendor and us.
7. Services Not Provided: It is understood and agreed that we assume no obligation under this Agreement to determine the current and ongoing compliance of your Leave Program with the terms of any local, state and/or Federal FMLA or other laws.

EXHIBIT I

The following list of state leave laws can be updated, as decided by us in our sole discretion.

State	State Leave Laws
Alabama	Civil Air Patrol
	Victims of Crime
Alaska	Victims of Crime
Arizona	Military Employment Rights ( <i>Optional dependent on administration of Employer's Military Leave Policy</i> )
	Victim's Leave
Arkansas	Bone Marrow or Organ Donors
	Crime Victim/Court Witness
California	Bone Marrow / Organ Donation
	California Family Rights Act
	Civil Air Patrol
	Crime Victims' Leave
	Leave for Employees of Military Spouses
	Parental School Leave
	Pregnancy Disability Leave
	Time off for Emergency Duties
	Victims of Domestic Violence Employment Leave Act
Colorado	Adoption Leave ( <i>Optional based on employer policy</i> )
	Civil Air Patrol Leave of Absence
	Family Care Act Family Medical Leave
	Leave for Crime Victims
	Parental Involvement in K-12 Education Act
	Qualified Volunteer Leave of Absence
	Volunteer Firefighter
Connecticut	Crime Victims Leave
	Family and Medical Leave
	Maternity Leave
	Military Leave from Employment ( <i>Optional dependent on administration of Employer's Military Leave Policy</i> )
	Volunteer Firefighter
Delaware	Domestic Violence Provision
District of Columbia	Family and Medical Leave
	School Visitation Leave
Florida	Domestic Violence Leave Act
	Victims of Crime
Georgia	Victims of Crime
Hawaii	Court Witness
	Domestic or Sexual Violence Leave Rights Leave
	Family and Medical Leave
	Maternity Leave
Idaho	Military and Emergency Services Leave ( <i>Optional dependent on administration of Employer's Military Leave Policy</i> )
Illinois	Blood Donor - 820 ILCS 149/10 ( <i>Optional based on employer policy</i> )
	Illinois Family Military Leave Act
	School Visitation Leave

State	State Leave Laws
	Victims' Economic Security and Safety Act with Domestic and Sexual Violence Victims Leave
	Volunteer Emergency Worker Job Protection Act
Indiana	Military Leave Law
	Victim of Crime/Witness
	Volunteer Firefighting or Volunteer member activity
Iowa	Maternity Leave
	Victim of Crime/ Court Attendance
Kansas	Domestic Violence or Sexual Assault
	Pregnancy Leave
Kentucky	Adoption Leave
	Court Appearance Leave
	Volunteer Firefighter/Emergency Worker
Louisiana	Donation of Bone Marrow Leave
	Louisiana School and Daycare Conference and Activities Leave Act
	Maternity Leave
Maine	Family Military Leave
	Leave for Crime Victims
	Maine's Family and Medical Leave Act Leave (including Organ Donor Leave)
	Volunteer Firefighter Leave
Maryland	Adoption Leave ( <i>Optional based on employer policy</i> )
	Leave for Civil Defense (Civil Air Patrol), Volunteer Fire Department & Rescue Squad
	Family Military Leave (Deployment of Family Members in the Armed Forces)
	Victim of Crime/Court Witness
Massachusetts	Maternity Leave
	Small Necessities Leave Act
	Victim of Crime
Michigan	Victim of Crime/Court Attendance
Minnesota	Adoption Leave ( <i>Optional based on employer policy</i> )
	Blood Donor Leave
	Civil Air Patrol Leave of Absence
	Crime Victims
	Domestic Abuse Leave Act
	Donation of Bone Marrow Leave
	Family of Military Personnel
	Military Ceremonies
	Parental Leave Act
	School Leave
Mississippi	Victim of Crime/Witness Leave
Missouri	Civil Air Patrol Leave of Absence
	Coast Guard Leave
	Emergency Services Leave Law
	Victims of Crime
Montana	Maternity Leave
	Victims of Crime
Nebraska	Adoption Leave ( <i>Optional based on employer policy</i> )
	Family Military Leave
	Voluntary Emergency Responders Job Protection Act
Nevada	Parental Involvement – School Conference Leave Law

State	State Leave Laws
	Pregnancy Leave
	School visitation Leave
	Victim of Crime/Court Witness Leave
New Hampshire	Pregnancy Disability Leave
	Victims of Crime
New Jersey	Emergency Responders Employment Protection Act
	Family Leave
New Mexico	Domestic Violence Leave
New York	Adoption Leave <i>(Optional based on employer policy)</i>
	Blood Donation
	Bone Marrow Donation Leave
	Family Military Leave
	Victims of Crime/Crime Witness Leave
North Carolina	Domestic Violence/Criminal Witness/Victim Leave Law
	Emergency Management Act (Volunteer Civic Duty)
	School Involvement Leave
North Dakota	Emergency Responder Act
	Victims of Crime/Court Witness
Ohio	Criminal/Juvenile Court Leave
	Family Military Leave
	Military and Emergency Services <i>(Optional dependent on administration of Employer's Military Leave Policy)</i>
	Pregnancy Disability Leave
Oregon	Bone Marrow Leave
	Crime Victims Leave
	Domestic Violence and Sexual Assault Victim Leave
	Family and Medical Leave including Pregnancy Disability
	Military Family Leave
Pennsylvania	Pregnancy, Childbirth, and Childrearing Leave <i>(Optional based on employer policy)</i>
	Victims of Crime/Witness Leave
	Volunteer Firefighters
Puerto Rico	Maternity Leave
Rhode Island	Crime Victims Leave
	Parental and Family Medical Leave
	Rhode Island Military Family Relief Act
	School Involvement Leave
South Carolina	Donation of Bone Marrow Leave
	Pregnancy Disability Law
	Victims of Crime/Court Witness Leave
	Volunteer Firefighter/Emergency Worker
South Dakota	Pregnancy Disability Leave
Tennessee	Maternity & Adoption Leave
	State Guard and Civil Air Patrol
	TN Vol. Firefighter Leave
Texas	Crime Victim /Court Witness Leave
	State Military Forces Employment Protection <i>(Optional dependent on administration of Employer's Military Leave Policy)</i>
Utah	Victims of Crime
U.S. Virgin Islands	Victims of Crime
Vermont	National Guard Leave <i>(Optional dependent on administration of Employer's Military</i>

State	State Leave Laws
	<i>Leave Policy)</i>
	Parental and Family Leave
	Short-Term Family Leave
	Victims of Crime/Witness Leave
Virginia	Crime Victims Leave
	Court Attendance
	Military Leave ( <i>Optional dependent on administration of Employer's Military Leave Policy</i> )
Washington	Domestic Violence Leave
	Family Leave Act
	Family Military Leave
	Pregnancy/Childbirth Leave
	Volunteer Firefighter/Emergency Worker
West Virginia	Volunteer Firefighter/Emergency
Wisconsin	Civil Air Patrol Duties
	Family and Medical Leave
	Victim of Crime/Witness Leave Law
	Volunteer Job Protection Act
Wyoming	Victims of Crime/Witness Leave

**First Amendment to Leave Management Services Agreement**  
(“Amendment”)

This Amendment, effective August 1, 2014, is attached to and made a part of the Leave Management Services Agreement (“Agreement”), effective January 1, 2014, between Boulder County (“Employer”) and Hartford-Comprehensive Employee Benefit Services Company (“The Hartford”) (either of whom may be referred to herein individually as a “Party” or collectively as “Parties”) as amended.

WHEREAS, Employer has requested that The Hartford provide Leave Management Services as defined in the Agreement and as further defined herein to Employer’s employees; and

WHEREAS, Employer has now requested that The Hartford provide additional Leave Management services tracking Worker’s Compensation Leave that has been previously adjudicated not by The Hartford; and

WHEREAS, The Hartford has agreed to provide these additional Leave Management services.

NOW THEREFORE, for valuable consideration the Parties agree that the Agreement is amended as follows:

1. The recitations cited above are true and accurate and are hereby incorporated into the Agreement.

2. Schedule A is hereby amended as follows:

- (a) Section 3 (“Transition of Run-In Leave Events”) is renumbered to Section 4.
- (b) Section 4 (“Reports”) is renumbered to Section 5.
- (c) Section 5 (“Transfer of Data”) is renumbered to Section 6.
- (d) Section 6 (“Outsourcing of Services”) is renumbered to Section 7.
- (e) Section 7 (“Services Not Provided”) is renumbered to Section 8.

3. Schedule A is hereby amended by inserting Section 3 as follows:

3. Worker’s Compensation –

- (a) The Hartford may be notified of a Worker’s Compensation claim by the Employee or Employer.
- (b) If notified by Employee of the approval of a Worker’s Compensation claim, The Hartford will contact Employer for confirmation and direction.
- (c) If notified (or it is confirmed) of the Worker’s Compensation claim approval by Employer, at Employer’s direction, The Hartford will approve Worker’s Compensation absence as a serious health injury under FMLA and/or applicable state leave law, confirm the amount of time approved for Worker’s Compensation Leave, and track employee’s absences in accordance with such approval.
- (d) The Hartford will then determine if the employee is eligible for FMLA leave and send a letter to the employee confirming or denying eligibility for FMLA leave.
- (e) The Hartford will track the Employee’s absences based on the Worker’s Compensation claim approval duration provided by Employer, or if directed by Employer, approve and track as needed (“PRN”).

- (f) Employer represents and warrants that its leave policies and/or employment policies comply with all applicable laws and that its leave policies and/or its employment policies allow for The Hartford to designate an employee's Worker's Compensation absence as a serious health condition under the Federal Family and Medical Leave Act and any applicable state leave law.
- (g) The Hartford and Employer agree that The Hartford will not be liable for any claim that The Hartford inappropriately or wrongly designated an employee's absence as qualifying as a Family and Medical Leave Act or applicable state leave law based solely on direction from Employer. Further, The Hartford and Employer agree that The Hartford will not be liable for any claim that designating an employee's absence as a qualifying as family and medical leave under the Federal Family and Medical Leave Act or applicable state law is not permissible or compliant with law.
- (h) To the extent permitted by law, employer will hold harmless and indemnify The Hartford, our agents, employees, officers, directors, representatives, successors and assigns from any and all claims, demands, damages, suits for damages, actions, causes of action, interest payments, penalties, reasonable expenses and costs including attorney's fees incurred in defense of or in settlement of all actions, causes of actions, suit or suits, or demands, third party or otherwise which arise during or after the term of the Agreement and this Amendment, and which arise in whole or in part out of, but only to the extent resulting from, (i) Employer's breach of this Agreement, including but not limited to breach of the representations and warranties herein, and/or (ii) Employer's intentional misconduct, negligence, or criminal misconduct, and/or (iii) The Hartford's designation of an employee's leave as qualifying under the Federal Family and Medical Leave Act and/or applicable state law at the direction of the Employer.

The Agreement remains in full force and effect and is modified only as agreed in this Amendment.

Boulder County

Signature: Cindy Domenico

Name: Cindy Domenico

Title: Chair, Board of County Commissioners

Date: 09/02/14

Hartford-Comprehensive Employee Benefit Services Company

Signature: David Kryzanski

Name: David Kryzanski

Title: Vice President

Date: 8/1/14



**Second Amendment to Leave Management Services Agreement**  
("Amendment")

This Amendment, effective September 1, 2015, is attached to and made a part of the Leave Management Services Agreement ("Agreement"), effective January 1, 2014, between Boulder County ("Employer") and Hartford-Comprehensive Employee Benefit Services Company ("The Hartford") (either of whom may be referred to herein individually as a "Party" or collectively as "Parties") as amended.

WHEREAS, Employer has requested that The Hartford eliminate the reference to "Same Sex Spouse of a marriage that is legally recognized in another state," from Schedule A, paragraph 1. (b).

NOW THEREFORE, for valuable consideration the Parties agree that the Agreement is amended as follows:

Schedule A, paragraph 1 (b), is revised to now provide as follows:

- (a) If the Employee has called to request a leave under the Colorado Family Care Act to care for a Domestic Partner, or to request a leave to care for a Domestic Partner under the FMLA, we will:
  - 1) Direct the Employee to contact Boulder County to discuss options for their leave
  - 2) Send an email to [LeaveAdministrator@BoulderCounty.org](mailto:LeaveAdministrator@BoulderCounty.org) to inform Employer that Employee has requested Leave but has been referred back to Boulder County

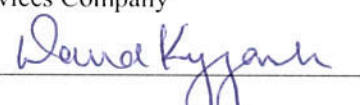
If an Employee has been referred to Boulder County for leave options, The Hartford will not administer this leave or any other leave for the Employee, including subsequent leaves for Employee's own condition.

The Agreement remains in full force and effect and is modified only as agreed in this Amendment.

Boulder County

Hartford-Comprehensive Employee  
Benefit Services Company

Signature: 

Signature: 

Name: Jana Petersen

Name: David Krstanich

Title: Administrative Services  
Director

Title: Vice President

Date: 9/17/15

Date: 8/21/15





## Claims by Incurral Month

### BOULDER COUNTY

Requested Policy Number: 395250G, Requested Coverages: LTD

All Loss Units Requested

All Employee Groups Requested

Disability Dates or Payment Process Dates between 01/01/2016 and 03/31/2021 as of 03/31/2021

Coverage: LTD (Evaluate & Process)

Month	Number of Claims	Number of Claims with Payments		Total Benefits Incurred	Expense Amount Incurred	Total Amount Incurred
Jan 2016	0	0		0.00	0.00	0.00
Feb 2016	1	1		4,028.17	0.00	4,028.17
Mar 2016	1	1		6,975.90	52.50	7,028.40
Apr 2016	1	0		0.00	0.00	0.00
May 2016	0	0		0.00	0.00	0.00
Jun 2016	1	0		0.00	0.00	0.00
Jul 2016	1	1		8,067.87	0.00	8,067.87
Aug 2016	2	1		60,000.00	14,933.41	74,933.41
Sep 2016	0	0		0.00	0.00	0.00
Oct 2016	1	0		0.00	2,775.00	2,775.00
Nov 2016	2	2		36,473.25	1,880.02	38,353.27
Dec 2016	0	0		0.00	0.00	0.00
Jan 2017	2	0		0.00	0.00	0.00
Feb 2017	1	1		6,887.35	0.00	6,887.35
Mar 2017	1	0		0.00	0.00	0.00
Apr 2017	0	0		0.00	0.00	0.00
May 2017	2	2		20,066.58	326.30	20,392.88
Jun 2017	2	1		6,141.43	79.39	6,220.82
Jul 2017	0	0		0.00	0.00	0.00
Aug 2017	1	0		0.00	0.00	0.00
Sep 2017	1	1		7,220.47	3,367.46	10,587.93
Oct 2017	1	1		10,327.96	0.00	10,327.96
Nov 2017	0	0		0.00	0.00	0.00
Dec 2017	1	1		34,235.55	118.07	34,353.62
Jan 2018	0	0		0.00	0.00	0.00
Feb 2018	1	1		5,509.84	3,509.00	9,018.84
Mar 2018	1	0		0.00	0.00	0.00
Apr 2018	0	0		0.00	0.00	0.00



**Claims by Incurral Month**

**BOULDER COUNTY**

**Requested Policy Number: 395250G, Requested Coverages: LTD**

**All Loss Units Requested**

**All Employee Groups Requested**

**Disability Dates or Payment Process Dates between 01/01/2016 and 03/31/2021 as of 03/31/2021**

<i>Month</i>	<i>Number of Claims</i>	<i>Number of Claims with Payments</i>	<i>Total Benefits Incurred</i>	<i>Expense Amount Incurred</i>	<i>Total Amount Incurred</i>
May 2018	0	0	0.00	0.00	0.00
Jun 2018	1	1	9,277.30	411.25	9,688.55
Jul 2018	0	0	0.00	0.00	0.00
Aug 2018	2	1	25,390.34	855.00	26,245.34
Sep 2018	1	1	5,666.97	147.25	5,814.22
Oct 2018	1	0	0.00	0.00	0.00
Nov 2018	2	2	46,134.40	143.77	46,278.17
Dec 2018	0	0	0.00	0.00	0.00
Jan 2019	3	1	6,120.33	196.36	6,316.69
Feb 2019	0	0	0.00	0.00	0.00
Mar 2019	0	0	0.00	0.00	0.00
Apr 2019	2	1	25,757.05	2,059.00	27,816.05
May 2019	2	2	26,677.53	298.10	26,975.63
Jun 2019	1	1	12,214.38	0.00	12,214.38
Jul 2019	1	0	0.00	0.00	0.00
Aug 2019	2	1	15,767.54	376.78	16,144.32
Sep 2019	0	0	0.00	0.00	0.00
Oct 2019	0	0	0.00	0.00	0.00
Nov 2019	2	2	31,299.22	0.00	31,299.22
Dec 2019	1	0	0.00	0.00	0.00
Jan 2020	0	0	0.00	0.00	0.00
Feb 2020	0	0	0.00	0.00	0.00
Mar 2020	0	0	0.00	0.00	0.00
Apr 2020	1	0	0.00	0.00	0.00
May 2020	0	0	0.00	0.00	0.00
Jun 2020	0	0	0.00	0.00	0.00
Jul 2020	2	0	0.00	2,195.00	2,195.00
Aug 2020	1	0	0.00	0.00	0.00
Sep 2020	1	0	0.00	0.00	0.00
Oct 2020	1	0	0.00	0.00	0.00



**Claims by Incurral Month**

**BOULDER COUNTY**

**Requested Policy Number: 395250G, Requested Coverages: LTD**

**All Loss Units Requested**

**All Employee Groups Requested**

**Disability Dates or Payment Process Dates between 01/01/2016 and 03/31/2021 as of 03/31/2021**

<i>Month</i>	<i>Number of Claims</i>	<i>Number of Claims with Payments</i>		<i>Total Benefits Incurred</i>	<i>Expense Amount Incurred</i>	<i>Total Amount Incurred</i>
Nov 2020	0	0		0.00	0.00	0.00
Dec 2020	0	0		0.00	0.00	0.00
Jan 2021	0	0		0.00	0.00	0.00
Feb 2021	0	0		0.00	0.00	0.00
Mar 2021	0	0		0.00	0.00	0.00
<b>Totals</b>	<b>51</b>	<b>27</b>		<b>410,239.43</b>	<b>33,723.66</b>	<b>443,963.09</b>

LTD Open Claims (Wide)

BOULDER COUNTY

Requested Policy Number: 395250G All Loss Units Requested Valuation Date: 03/31/2021 Actual SS Offset and Net Benefit Displayed

The reserves shown below reflect a high confidence estimate of future claims that will be paid. That estimate is based on claimant-specific data (such as age, gender

Policy Number: 395250G

Policy Number	Plan Year Band	Age	Gender	Current Claim Status	Hire Date	Date Of Disability	Benefit Effective Date
395250G	01/01/2013-12/31/2013	57	M	APPROVED	07/22/2010	02/26/2013	08/27/2013
395250G	01/01/2013-12/31/2013	47	F	APPROVED	12/01/1986	09/29/2013	04/08/2014
395250G	01/01/2019-12/31/2019	48	M	APPROVED	08/19/2015	04/30/2019	10/29/2019
395250G	01/01/2019-12/31/2019	62	F	APPROVED	10/24/2013	08/20/2019	02/18/2020
395250G	01/01/2020-12/31/2020	63	F	PENDING	01/13/2014	07/13/2020	01/11/2021
395250G	01/01/2020-12/31/2020	55	F	PENDING	12/16/2019	10/01/2020	04/01/2021
395250G	01/01/2014-12/31/2014	50	F	APPROVED	04/07/2009	01/13/2014	07/14/2014
395250G	01/01/2019-12/31/2019	50	M	APPROVED	09/21/1998	11/10/2019	05/08/2020
395250G	01/01/2019-12/31/2019	60	M	APPROVED	11/13/1997	06/04/2019	12/03/2019
395250G	01/01/2018-12/31/2018	51	F	APPROVED	11/17/2014	11/30/2018	05/31/2019
395250G	01/01/2020-12/31/2020	50	M	PENDING	10/06/1997	09/30/2020	03/31/2021
395250G	01/01/2020-12/31/2020	42	M	PENDING	06/02/2015	07/27/2020	01/25/2021
395250G	01/01/2018-12/31/2018	44	F	APPROVED	05/18/2009	06/25/2018	12/24/2018
395250G	01/01/2015-12/31/2015	58	F	APPROVED	01/03/2007	08/07/2015	02/05/2016
395250G	01/01/2013-12/31/2013	38	F	APPROVED	07/14/2004	10/30/2013	04/30/2014
395250G	01/01/2018-12/31/2018	57	M	APPROVED	02/04/2002	11/06/2018	05/07/2019
395250G	01/01/2011-12/31/2011	54	F	APPROVED	06/04/1990	01/18/2011	07/17/2011
395250G	01/01/2010-12/31/2010	45	F	APPROVED	10/31/2007	06/12/2010	12/17/2010
395250G	01/01/2013-12/31/2013	49	F	APPROVED	04/07/1999	03/14/2013	09/12/2013

er, and cause of disability)and experience assumptions (such as interest rates, claim termination rates, and social security approval rates).

Benefit End Date	Net Benefit	Net Reserve	Benefit Percent			
12/26/2021	\$400.00	\$4,443.00	60 for 24 M			
01/19/2033	\$454.00	\$39,003.00	60 for 24 M			
03/08/2038	\$1,506.00	\$16,375.00	50 for 30 MONTH(S) then 20			
08/17/2023	\$795.00	\$20,011.00	50 for 30 MONTH(S) then 20			
01/08/2024	\$497.00	\$8,019.00	50 for 30 MONTH(S) then 20			
10/23/2031	\$1,726.00	\$16,833.00	50 for 30 MONTH(S) then 20			
03/20/2030	\$244.00	\$32,004.00	50 for 30 MONTH(S) then 20			
09/23/2036	\$2,816.00	\$101,432.00	50 for 30 MONTH(S) then 20			
01/28/2026	\$287.00	\$12,036.00	50 for 30 MONTH(S) then 20			
03/21/2034	\$1,481.00	\$18,632.00	50 for 30 MONTH(S) then 20			
11/24/2036	\$3,675.00	\$70,030.00	50 for 30 MONTH(S) then 20			
03/31/2045	\$2,187.00	\$26,317.00	50 for 30 MONTH(S) then 20			
05/30/2041	\$455.00	\$61,333.00	50 for 30 MONTH(S) then 20			
12/18/2023	\$1,098.00	\$40,295.00	50 for 30 MONTH(S) then 20			
05/16/2042	\$220.00	\$45,591.00	60 for 24 M			
01/11/2028	\$227.00	\$10,586.00	50 for 30 MONTH(S) then 20			
11/17/2022	\$306.00	\$7,366.00	60 for 24 M			
05/21/2032	\$511.00	\$165,440.00	60 for 24 M			
12/19/2030	\$2,095.00	\$247,433.00	60 for 24 M			
	\$20,980.00	\$943,179.00	50 for 30 MONTH(S) then 20, 60 for 24 M			

Boulder County  
Hartford Policy(s) # 395250

<u>Coverage</u>	<u>Rate Basis</u>	<u>1-1-2016 to 1-1-2017</u>	<u>1-1-2017 to 1-1-2020</u>	<u>1-1-2020 to current</u>	<u>Comments (Note any)</u>
Basic Life	Per \$1000	\$0.104	\$0.070	\$0.070	
Basic AD&D	Per \$1000	\$0.015	\$0.013	\$0.013	
Short Term Disability	Per \$10 weekly benefits	\$0.270	\$0.180	\$0.180	
Leave Mgmt	Per Employee Per Month	\$2.200	\$2.200	\$2.200	
Long Term Disability	Per \$100 Covered Payroll	\$0.234	\$0.270	\$0.270	
Supplemental Life <b>Smoker</b>	Per \$1000 Employee				
	<25	\$0.077	\$0.077	\$0.077	
	25-29	\$0.077	\$0.077	\$0.077	
	30-34	\$0.088	\$0.088	\$0.088	
	35-39	\$0.106	\$0.106	\$0.106	
	40-44	\$0.166	\$0.166	\$0.166	
	45-49	\$0.286	\$0.286	\$0.286	
	50-54	\$0.462	\$0.462	\$0.462	
	55-59	\$0.712	\$0.712	\$0.712	
	60-64	\$1.192	\$1.192	\$1.192	
	65-69	\$1.866	\$1.866	\$1.866	
	70-74	\$3.310	\$3.310	\$3.310	
	75+	\$5.458	\$5.458	\$5.458	
Supplemental Life <b>Non Smoker</b>	Per \$1000 Employee				
	<25	\$0.050	\$0.050	\$0.050	
	25-29	\$0.060	\$0.060	\$0.060	
	30-34	\$0.080	\$0.080	\$0.080	
	35-39	\$0.090	\$0.090	\$0.090	
	40-44	\$0.107	\$0.107	\$0.107	
	45-49	\$0.184	\$0.184	\$0.184	
	50-54	\$0.298	\$0.298	\$0.298	
	55-59	\$0.456	\$0.456	\$0.456	
	60-64	\$0.763	\$0.763	\$0.763	
	65-69	\$1.270	\$1.270	\$1.270	
	70-74	\$2.122	\$2.122	\$2.122	
	75+	\$3.495	\$3.495	\$3.495	
Supplemental Life <b>Smoker</b>	Per \$1000 Spouse Age Banded				
	<25	\$0.077	\$0.077	\$0.077	
	25-29	\$0.088	\$0.088	\$0.088	
	30-34	\$0.106	\$0.106	\$0.106	
	35-39	\$0.166	\$0.166	\$0.166	
	40-44	\$0.286	\$0.286	\$0.286	
	45-49	\$0.462	\$0.462	\$0.462	
	50-54	\$0.712	\$0.712	\$0.712	
	55-59	\$1.192	\$1.192	\$1.192	
	60-64	\$1.866	\$1.866	\$1.866	
	65-69	\$3.310	\$3.310	\$3.310	
	70-74	\$5.458	\$5.458	\$5.458	
	75 +				
Supplemental Life <b>non smoker</b>	Per \$1000 Spouse Age Banded				
	<25	\$0.050	\$0.050	\$0.050	
	25-29	\$0.060	\$0.060	\$0.060	
	30-34	\$0.080	\$0.080	\$0.080	
	35-39	\$0.090	\$0.090	\$0.090	
	40-44	\$0.107	\$0.107	\$0.107	
	45-49	\$0.184	\$0.184	\$0.184	
	50-54	\$0.298	\$0.298	\$0.298	
	55-59	\$0.456	\$0.456	\$0.456	
	60-64	\$0.763	\$0.763	\$0.763	
	65-69	\$1.270	\$1.270	\$1.270	
	70-74	\$2.122	\$2.122	\$2.122	
	75 +	\$3.495	\$3.495	\$3.495	
	Per \$1000 Child Unit Child	\$0.050	\$0.050	\$0.050	
Accident	EE		\$8.720	\$8.720	effective 1/
	EE + SP		\$13.680	\$13.680	
	EE + CH		\$14.020	\$14.020	
	FAM		\$22.790	\$22.790	
Hospital Indemnity eff 1/1/2019	EE		\$21.440	\$21.440	effective 1/
	EE + SP		\$44.400	\$44.400	
	EE + CH		\$40.740	\$40.740	
	FAM		\$66.600	\$66.600	
Critical Illness	Please see separate Critical Illness Document				effective 1/

[plan change effective dates, etc\)](#)

/1/2018

1/2019

/1/2018