



DATE: September 24, 2015
AGENDA ITEM NO. 31

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 County Administrator's Signature:

Subject:

Approval of Ranking of Firms and Negotiated Agreement – Disability Benefits and Family Medical Leave Act (FMLA) Administrative Services
Contract No. 134-0477-P(JA)

Department:

Human Resources / Purchasing

Staff Member Responsible:

David Blasewitz, Manager of Benefits / Joe Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND NEGOTIATED AGREEMENT WITH STANDARD INSURANCE COMPANY, PORTLAND, OREGON, FOR DISABILITY BENEFITS AND FMLA ADMINISTRATIVE SERVICES.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE FOLLOWING AND THE CLERK ATTEST:

- MASTER AGREEMENT INCLUDING PLAN DOCUMENT AMENDMENT NO. 1
- SUPPLEMENTAL ABSENCE MANAGEMENT SERVICES AGREEMENT INCLUDING DISABILITY PLAN ADMINISTRATIVE SERVICES AGREEMENT AMENDMENT NO. 1
- THE DISABILITY PLAN ADMINISTRATIVE SERVICES AGREEMENT
- THE SHORT TERM DISABILITY INCOME BENEFIT PLAN DOCUMENT INCLUDING GROUP POLICY AMENDMENT NO. 1

Summary Explanation/Background:

This contract provides for the administration of employee short-term and long-term disability benefits, and for the administration of FMLA benefits. A request for proposal (RFP) was released September 26, 2014, resulting in ten (10) responsive submittals. The firms, in order of ranking after are attached on the Ranking Spreadsheet.

The Hartford (Hartford) was the top ranked firm as a result of the evaluation process based upon several factors, including cost, qualifications and approach. Staff attempted to negotiate with Hartford, but had to terminate negotiations as Harford was unable to meet the administration requirements of the County's FMLA policy. Staff subsequently began negotiations with the number two ranked firm, Standard Insurance Company (Standard). The result of negotiations with Standard yielded a twenty (20%) percent reduction to FMLA administrative fees as compared to the current FMLA administrative fee resulting in an annual savings of \$58,410.00. Standard is the current provider of these services to the County.

This contract has a term of twenty-seven (27) months, beginning October 1, 2015 through December 31, 2017 in order to coincide with the current benefits period. The contract has provision for a twenty four (24) month term extension, pending terms and conditions remain the same pending County Administrator approval.



The Master Agreement details the agreement between the parties for administration of the FMLA benefits, as outlined in the Absence Management Services Agreement. The Amendments required for both the Master Agreement and the Absence Management Services Agreement represent the new dates of coverage for the County and the continuation of coverage for the carrier.

The Disability Plan Administrative Services Agreement is a document outlining the agreement between the parties for administration of short term disability benefits as demonstrated within the Short Term Disability Income Benefit Plan Document. Amendment No. 1 to the Short Term Disability Services Agreement represents the new period of coverage for the County and is a continuation of coverage for the carrier. Plan Document Amendment No. 1 provides a revision to the "active at work" clause shown within the Plan Document.

The Group Long Term Disability Insurance Policy provides a benefits detail of the County's long term disability coverage. Group Policy Amendment No. 1 provides replacement of the current policy with a new policy, as well as provides revision to some of the terms to match current benefits such as the "active at work" clause.

The Letter of Coverage Waiver provided by the carrier affords the County protection in regard to the amendment process and indemnification clauses included in the Plan Document.

Fiscal Impact/Cost/Revenue Summary:

Estimated twenty seven (27) month expenditure not to exceed: \$1,728,344.25.

Funding is derived from the Human Resource Department operating budget.

Pricing will be held firm for the first twenty seven (27) months of the contract. Thereafter, for each twelve (12) month period, long-term and short-term disability benefits may be increased. As long-term disability benefits are self funded, increases will be based upon claims experience in an amount mutually agreed upon by both parties. As an insurance product, short-term disability benefits will be adjusted based upon the Consumer Price Index, All Urban Consumers, not seasonally adjusted.

Exhibits/Attachments:

Contract Review

Master Agreement

Absence Management Services Agreement

Disability Plan Administrative Services Agreement

Disability Plan Administrative Services Agreement Amendment No. 1

Short Term Disability Income Benefit Plan Document

Plan Document Amendment No. 1

Group Long Term Disability Insurance Policy

Group Policy Amendment No. 1

Letter of coverage waiver

Ranking Spreadsheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

45384

PROJECT: Disability Benefits and FMLA Administration Services

RFP NUMBER: 134-0477-P(KF)

TYPE: ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 16-19
This is an annual contract.

PRODUCT ONLY ☐
Estimated Expenditure: \$ ~~125,000~~ 4

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> C. Mancuso, Interim Director Karen Freytag	8/11/14 KC			
2.	<u>Requesting Dept.</u> Peggy Rowe, Director Dave Blasewitz, Benefits Manager Mary Flicker	8/13/14	D. Blasewitz		Yes. Other to be added after review

Using Dept please provide below information:

- A. ☐ Yes, funding for this project is using grant funding. ☐ No, funding for this project is not using grant funding. (DB)
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
- B. _____ Initial and Date Funding is available for this project.
Provide title of funding source _____
- C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	8/14/14	GL	Pls See changes p.16-19	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	8/20/14	CBW	See Attached	
5.	<u>Legal</u> Attn: Miles Belknap Attn: Carol Sanzeri (HR)	8/27/14 7/8/14	CS MS	Review B. Note p 14 and 3E p.21, 22, 25, 27	Purchasing coordinate with County Attorney on final agreement Virginia
6.					
7.	<u>Interim Asst. County Administrator</u> Attn: J. Lauro	9/8/14	JL	Very specific requirements. Not sure an RFP is best procurement tool	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Karen Freytag, Procurement Analyst Coordinator at Extension 464-3152
In order to meet the following schedule, please return your requirements to Purchasing by: August 20, 2014

TENTATIVE DATES

Advertise: August 25

Bid Opening: October 3

Contract Approval: Nov 3

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

MASTER AGREEMENT

Client:	Pinellas County Board of County Commissioners
Master Agreement Number:	648979
Master Agreement Effective Date:	October 1, 2015

This "Master Agreement (the "Agreement") is between Client and Standard Insurance Company, an Oregon corporation ("Standard"), and replaces Master Agreement Number 648979 between Client and Standard which was effective January 1, 2012.

Client and Standard agree as follows:

1. Services.
 - A. Standard shall provide services in accordance with written service agreements, each of which shall reference this Agreement and constitute a separate transaction independent of other service agreements. Standard shall provide the services during the term provided for in the service agreements. Service agreements are subject to the terms of this Agreement. Each service agreement will contain additional terms and conditions specific to the services described in that service agreement. No service agreement will be effective unless it has been signed by Client and accepted by Standard. In the event of a conflict between any terms of this Agreement and those contained in a service agreement, the conflicting terms in the service agreement will prevail; however, the specific or additional terms set forth in any service agreement shall apply to the parties' rights and obligations under that service agreement only, and not to any other service agreement.
 - B. Any change in services will be set forth in a written amendment to the applicable service agreement. No amendment will be effective unless it has been signed by Client and accepted by Standard.
2. Use of Name. Except to the extent necessary to perform services and to fulfill obligations under a service agreement, neither party shall use the name, trademark, logo or identification of the other party without the other party's prior written consent.
3. Right to Inspect Records. Each party agrees to allow the other, on reasonable written notice and at reasonable time and places, to inspect and photocopy, at the inspecting party's sole expense, any material files and records in such party's possession relating to the service performed under a service agreement. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the

Standard Insurance Company

Agreement No.648979

Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

4. Assignment and Subcontracting. This Agreement shall not be assigned by either party without the other's written consent.
5. Relationship of the Parties. Standard and Client are each acting under this Agreement and any service agreement as an independent contractor and not as an employee, joint venturer or partner of the other. Neither party nor their respective employees shall have any authority to make any representation, contract or commitment on behalf of the other party unless specifically requested or authorized to do so by authorized personnel of such other party.
6. Fiduciary Status of Standard. Standard shall not be deemed to be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, except as required by applicable law.
7. Indemnification. Standard shall indemnify and hold Client and those individuals and entities whose employees will receive services under this Agreement harmless from any and all liability, loss, damages, fines, penalties and costs, including reasonable expenses and reasonable attorneys' fees, which Client, its officers, agents and employees may sustain by reason of negligence, intentional wrongdoing, fraud or criminal conduct of Standard's employees or agents.
8. Termination. Termination of a service agreement does not terminate this Agreement. However, termination of the Agreement does terminate all service agreements.
 - A. Client reserves the right to terminate this Agreement or any active service agreement without cause by giving at least sixty (60) days prior written notice to the other party of the intention to terminate.
 - B. Standard and Client reserves the right to terminate this Agreement or any active service agreement with cause if at any time Standard or Client fails to fulfill or abide by any of the terms or conditions specified in this Agreement or any active service agreement, and is unable to cure or, being capable of cure, has not cured within 10 days after receipt of written notice (or within such additional cure period as the nondefaulting party may authorize).
 - C. Failure of Standard or Client to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and, if not cured within 10 days after receipt of written notice (or within such additional cure period as the nondefaulting party may authorize), shall be cause for immediate termination of the Agreement at the sole discretion of the nondefaulting party.
 - D. In addition to all other legal remedies available to Client, Client reserves the right to terminate, consistent with the terms stated in A through C above, and obtain from another source any services which have not been provided within the period of time stated in the Agreement or any active service agreement, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Client.
 - E. In the event that sufficient budgeted funds are not available for a new fiscal period, the Client shall notify Standard of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the Client.
9. Confidential Information.
 - A. "Confidential Information" means Client's information that is not generally released to third parties in the absence of confidentiality requirements; or is not generally released to third parties unless required by law; or is classified under state or federal law as confidential or private information which disclosure is restricted by law; or is proprietary to Client or the disclosure of which would be detrimental to Client.

- B. Standard shall maintain the confidential and proprietary nature of Confidential information and shall: (i) restrict disclosure of such Confidential Information to its own employees to whom the Standard determines disclosure is reasonably necessary as having a "need to know"; (ii) advise such persons of the obligations of confidentiality hereunder with respect to such Confidential Information; (iii) make disclosures to third party contractors and other non-employees under Standard's control who have a "need to know" only if such third party contractors and other non-employees execute a non-disclosure agreement that require they treat Confidential Information with the same degree of care, and to limit disclosure of Confidential Information, as set forth in the terms and conditions of this Agreement; (iv) limit the number of copies made of such Confidential Information to those reasonably necessary to fulfill the purpose of this Agreement or service agreement (and reproduce any legends or notices of the confidentiality or proprietary nature on each copy), except that no copies shall be made of computer software programs or related documentation except pursuant to the terms of any separate license or other agreement governing Standard's rights in that software or documentation; (v) use such Confidential Information only for the purposes of this Agreement or service agreement and only for the benefit of Client, and not otherwise appropriate such Confidential Information to its own use or to the use of any other person or entity; and (vi) use substantially the same degree of care to maintain the confidentiality of such Confidential Information as Standard uses with respect to its own Confidential Information (but in any event not less than a reasonable standard of care). These obligations do not apply to information or materials that are or become generally known by third parties other than as a result of an act or omission by Standard; were already independently known by Standard prior to receiving them from Insurer; or are developed independently by Standard.
- C. Either party may disclose Confidential Information if required by law. Either party shall promptly notify the other in writing of any breaches of confidentiality under this Agreement, to the extent the party has obtained knowledge of such breach.
10. Warranties. Standard warrants that:
- A. It is licensed to conduct its business as it is now being conducted and is authorized to do business in each state in which it provides services;
 - B. The services will be performed on time and will be performed in a professional manner in accordance with service providers practicing under similar conditions and in accordance with generally acceptable industry standards;
 - C. The services will be performed in accordance with all applicable laws, regulations or other legal requirements in effect as of the date services are performed; and
 - D. Its personnel are trained, qualified and have direct experience in performing the services. Standard warrants the performance of any subcontractor used in performance of the services in the same manner that Standard warrants its own personnel.
11. Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement or service agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.
12. Governing Law. This Agreement and all service agreements shall be subject to and construed under the laws of the State of Florida.
13. Entire Agreement. This Agreement and any service agreements entered into constitute the entire Agreement between the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to its subject matter.
14. Amendment and Waiver. Except as expressly provided in this Agreement, neither this Agreement, service agreement, nor any term thereof may be amended, waived, discharged or terminated other
- Standard Insurance Company Agreement No.648979

than by a written instrument signed by both parties. The failure of either party to insist on strict compliance with this Agreement or any service agreement, or to exercise any right or remedy under this Agreement or any service agreement, shall not constitute a waiver of any rights or remedies provided under this Agreement or any service agreement, nor stop the parties from demanding full and complete compliance nor prevent the parties from exercising such a right or remedy in the future.

15. Severability. If any provision of this Agreement or any service agreement becomes invalid or unenforceable by reason of any change in the law or by reason of the decision of any court or government agency, the remaining provisions shall remain in effect unless either party determines in good faith that the elimination of the provision found to be invalid or unenforceable subjects that party to prosecution, civil penalty, loss of license or material economic burden in which event that party may notify the other party in writing and seek renegotiation of that portion of the Agreement or service agreement found to be invalid or unenforceable.
16. Duplicate Originals. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but which collectively shall constitute one and the same instrument.

The parties are signing this Agreement on the dates indicated below.

STANDARD INSURANCE COMPANY

By:



J. Greg Ness
President

Date: September 2, 2015

PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____

Name: _____

(Please Print)

Title: _____

Date: _____

MAST09 (4/29/09)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____

Attorney

Standard Insurance Company

Agreement No.648979

Master Agreement

Page 4 of 4

Issued 9/2/15

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

ABSENCE MANAGEMENT

SERVICE AGREEMENT

Client:	Pinellas County Board of County Commissioners
Master Agreement Number:	648979
Service Agreement Number:	648979-D
Service Agreement Effective Date:	October 1, 2015

This Absence Management Service Agreement ("Service Agreement") is made part of the above referenced Master Agreement between Standard Insurance Company ("Standard") and Client, and replaces Absence Management Service Agreement Number 648979-A between Client and Standard which was effective January 1, 2012.

1. Absence Management Services.

A. Standard's absence management services consist of the following:

Absence management services and leaves for which such services are provided are set forth in Schedule 1. Standard, in its sole discretion, reserves the right to delete or add leaves to Schedule 1, based on changes of state or federal laws.

2. Termination

This Service Agreement will terminate automatically on the latest of (a) the date Group Policy 648979-C terminates, and (b) the date Group Policy 642045-D terminates.

3. Client's Obligations.

A. Client shall:

- (1) Provide Standard with employee and Client data required by Standard to set up, implement, and administer absence management services; and provide such data in a media (electronic or paper) and a format requested by Standard.
- (2) Provide data feed daily or weekly as determined by the Client and Standard to maintain service levels.
- (3) Provide Standard, in writing, the names of individuals authorized to act for Client in connection with this Service Agreement, together with a statement of the extent of their authority.
- (4) Furnish any information reasonably required by Standard to carry out its duties under this Service Agreement.

B. By executing this Service Agreement, subject to its terms and conditions, Client consents to Standard subcontracting with a vendor for the provision of certain IT services relating to this

Service Agreement, provided that Standard notifies Client of subcontractors performing these IT services.

4. Standard's Absence Management Performance Guarantees.

- A. Standard guarantees it will meet your overall service expectations. Standard will refund 5% of the quarterly fees for any quarter in which Standard does not meet service expectations. You may provide a written request, explaining your dissatisfaction during any quarter, and Standard will provide a refund. Standard will also send an annual survey to determine your satisfaction.
- B. No more than one refund per quarter will be paid.

5. Fees and Payment.

- A. The fees for the services described in this Service Agreement are shown in the Fee Schedule below.
- B. The amount, the method of determination, or both, of any fees not yet due may be changed upon mutual written agreement between Client Standard.
- C. Standard may change the amount, the method of determination, or both, of any fees not yet due, when a change in any law or regulation substantially affects the manner in which Standard performs any function under this Service Agreement, only upon mutual written agreement between Client and Standard. If Client and Standard are unable to mutually agree to the change, the parties may terminate the Agreement pursuant to section 8. B. of the Master Agreement.
- D. The initial fee guarantee period is October 1, 2015 to January 1, 2018. Following the initial fee guarantee period, Standard may change the amount, the method of determination, or both, of any fees not yet due, upon 60 days written notice to Client. No such change in fees shall be made more than once in any calendar year, provided that this limitation shall not apply to any changes in fees in connection with any change in the terms of this Service Agreement or changes in laws.
- E. All fees are due and payable upon invoice and in accordance with Fla. Stat. 218.70 et. seq., the Local Government Prompt Payment Act, and County policy established in accordance therewith.

Fee Schedule

Service Description	Fee
FML Per Employee Per Month (PEPM)	\$2.48
Incremental Cost- Leave of Absence (incidental)	Not applicable
Takeover of Open Claims	\$150 per claim
One Time Implementation Fee	Not applicable
One Recurring Data Feed	Included
Additional Data Mapping Fee	\$1,500 per feed
Other Customizations	\$225 per hour

6. Disclaimer.

- A. While Standard will track and report leaves as specified in this Service Agreement and will also take responsibility for leave administration as specifically agreed to in this Service Agreement, Standard cannot guarantee Client's compliance with other laws (such as ADA, workers'

compensation, and COBRA) that impact employee leave rights or rights upon termination of employment.

- B. Standard shall not be considered to have failed to perform its obligations under this Service Agreement if any delay or nonperformance on its part is due, in whole or in part, to Client's failure to discharge its own obligations promptly.

7. Authentication and Clarification.

Once certification is received, AMSC will evaluate certification to determine whether it is complete, sufficient, and whether it supports the leave request. If a certification is determined to be incomplete, insufficient, or requires authentication the employee is notified of the deficiency and is provided 10 calendar days from the date the request is mailed, to return a completed certification. If after day 10, the corrected certification or other supporting documentation is not received, and Standard has not been notified by employee of any circumstances that prevented employee from submitting timely certification, Standard will deny leave for failure to provide certification.

8. Investigation.

Standard shall promptly notify Client of any reasonably suspected incidents of misuse or fraud by Client's covered employees in regard to leaves administered under this Agreement, and shall cooperate with Client in investigating suspected misuse or fraud. Such investigation shall include, at a minimum, Standard's leave documentation and information the employee provided to Standard in regard to the leave or request for leave and any related leave information including reports by Client or any employer serviced under the Service Agreement.

The parties are signing this Service Agreement on the dates indicated below.

STANDARD INSURANCE COMPANY

By:



J. Greg Ness
President

Date: September 2, 2015

PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS

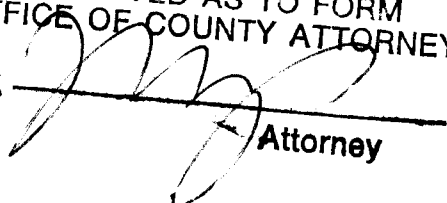
By: _____

Name: _____

(Please Print)

Title: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
BY  Attorney

Schedule 1

Absence Management Services and Leaves Administered

Arkansas Crime Victim Leave	Connecticut Pregnancy Disability Leave
Arkansas Leave for Bone Marrow or Organ Donation	Delaware Emergency Responders Job Protection Act
Arizona Crime Victim's Rights Leave	District of Columbia Family and Medical Leave Act
California Civil Air Patrol Employment Protection Act	District of Columbia Parental Leave
California Family Military Leave	Federal Family and Medical Leave Act (Includes Servicemember and Qualifying Exigency leaves)
California Family Rights Act	Florida Leave for Victims of Domestic and Sexual Violence
California Family School Partnership Act	Hawaii Family Leave Law
California Firefighter/Reserve Peace Officer/Emergency Rescue Personnel Leave	Hawaii Organ/Bone Marrow/Stem Cell Donation Leave
California Leave from Work for Victims of Crime	Hawaii Pregnancy Disability Leave
California Michelle Maykin Memorial Donation Protection Act (for donation of Bone Marrow and Organs)	Hawaii Victims Leave
California Pregnancy Disability Leave	Iowa Pregnancy Disability Leave
California Victims of Domestic Violence Employment Leave Act	Illinois Blood Donation Leave Act
California Volunteer Firefighter/Reserve Peace Officer/Emergency Rescue Personnel Training Leave	Illinois Family Military Leave Act
Colorado Domestic Violence Leave Law	Illinois Victim's Economic Security and Safety Act
Colorado Parental Involvement in K-12 Education Act	Illinois School Visitation Rights Act
Colorado Family Care Act	Indiana Military Family Leave
Colorado Qualified Volunteers Leave	Kansas Crime Victim Leave
Connecticut Family and Medical Leave	Kansas Pregnancy Disability Leave
Connecticut Military Leave	Kentucky Leave of Absence for Employee to Receive Adoptive Child
	Kentucky Volunteer Firefighting Leave

Louisiana Bone Marrow Donation Leave
 Louisiana First Responders Leave
 Louisiana Pregnancy Disability Leave
 Louisiana School and Day Care Conference and Activities Leave Act
 Massachusetts Domestic Violence and Abusive Situation Leave
 Massachusetts Parental Leave
 Massachusetts Small Necessities Leave Act
 Massachusetts Victims and Witnesses of Crime Court Proceedings Leave
 Massachusetts Volunteer Firefighters Leave
 Maryland Civil Air Patrol Leave Act
 Maryland Family Military Leave
 Maryland Volunteer Activities Leave
 Maine Family Medical Leave Act
 Maine Family Military Leave
 Maine Employment Leave for Victims of Violence
 Minnesota Domestic Abuse Act
 Minnesota Leave for Bone Marrow Donation
 Minnesota Leave for Civil Air Patrol Service
 Minnesota Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
 Minnesota Leave to Attend Military Ceremonies
 Minnesota Parenting Leave Act
 Minnesota School Conference and Activities Leave
 Montana Maternity Leave
 North Carolina Emergency Management Act
 North Carolina Leave for Parent Involvement in Schools

North Carolina Domestic Violence Act
 North Dakota Disaster or Emergency Services Volunteers Leave
 Nebraska Crime Victim Leave
 Nebraska Family Military Leave Act
 New Hampshire Crime Victim Employment Leave Act
 New Hampshire Pregnancy Disability Leave
 New Jersey Family Leave Act
 New Jersey Security and Financial Empowerment Act
 New Mexico Financial Independence for Victims of Domestic Abuse Act
 Nevada Private Elementary and Secondary Education Authorization Act
 Nevada Volunteer Firefighters, Ambulance Drivers and Ambulance Attendants Leave
 New York Blood Donation Leave
 New York Leave of Absence for Bone Marrow Donations
 New York Leave of Absence for Military Spouses
 New York Volunteer Emergency Responders Leave
 New York Employee Blood Donation Leave
 New York Crime Victim Leave
 Ohio Domestic Violence Leave
 Ohio Leave for Parents, Spouses, and Legal Custodians of Active Duty Members of the Uniformed Services
 Ohio Pregnancy Disability Leave
 Ohio Volunteer Firefighter or Emergency Medical Service Provider Leave
 Oregon Leave of Absence to Donate Bone Marrow
 Oregon Family Leave Act

Oregon Victims of Certain Crimes Leave Act
Oregon Military Family Leave Act
Pennsylvania Crime Victim Leave
Pennsylvania Volunteer Firefighter, Fire
Police, or Volunteer Ambulance Service or
Rescue Squad Member Leave
Puerto Rico Working Mother's Protection Act
Rhode Island Crime Victim Leave
Rhode Island Family Military Leave Act
Rhode Island Parental and Family Medical
Leave Act
Rhode Island School Involvement Leave
South Carolina Bone Marrow Donation Act
Tennessee Maternity and Adoption Care
Leave
Tennessee Volunteer Firefighter Leave
Virginia Crime Victim Leave
Vermont Parental and Family Leave Act
Vermont Short Term Family Leave
Washington Family Leave Act
Washington Domestic Violence Leave
Washington Military Family Leave Act
Washington SHRC Pregnancy Disability
Leave
Washington Volunteer Firefighter, Reserve
Officers Leave
Wisconsin Absence from Work for Volunteer
Firefighter/Emergency Medical
Technician/First Responder/Ambulance
Driver
Wisconsin Family Medical Leave Act
West Virginia Volunteer Firefighter and
Emergency Medical Service Attendant Leave

1. For leaves pertaining to the above laws, Standard will:
 - A. Receive employee leave requests. Such leave requests may be made by i) mail; ii) calling a Standard toll free telephone number between the hours of 7:00 am to 8:00 pm (Eastern time) Monday through Friday; or iii) accessing an Internet site, available "24/7", established by Standard.
 - B. Track employee leaves.
 - C. Verify employees' initial and continued eligibility for leave.
 - D. Issue employee notices required of Client.
 - E. Make leave determinations (e.g., approvals, denials) under FMLA and similar laws.
 - F. Respond to leave inquiries in accordance to federal, state and employer specific guidelines.
 - G. Provide Client with notice of leaves requested, leaves approved and absence management reports.
2. For leaves pertaining to the Uniformed Services Employment and Reemployment Rights Act (USERRA), Standard will:
 - A. Receive employee leave requests. Such leave requests may be made by i) mail; ii) calling a Standard toll free telephone number between the hours of 7:00 am to 8:00 pm (Eastern time) Monday through Friday; or iii) accessing an Internet site, available "24/7", established by Standard.
 - B. Track employee leaves.
 - C. Issue notifications to the employee requesting verification of the leave
 - D. Provide Client with notice of leaves requested and absence management reports.

AMF09 (8/2/11)

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-2700

DISABILITY PLAN ADMINISTRATIVE SERVICES AGREEMENT

Plan Sponsor:	Pinellas County Board of County Commissioners
Plan Administrator:	Pinellas County Board of County Commissioners
Claims Administrator:	Standard Insurance Company
ATP Number:	648979-C
Effective Date:	October 1, 2015
State of Issue:	Florida

Note: The terms of this Agreement are not governed under the terms of any Master Agreement issued by Standard Insurance Company in conjunction with any other services provided to Client.

Plan Sponsor has adopted a self-funded short-term disability income benefit Plan (Plan) for certain of its employees. Plan Sponsor is solely responsible for all risks, liabilities, benefits and claims under the Plan.

Plan Sponsor has requested Standard to provide administrative services to the Plan as described in this Agreement. Standard is willing to provide such services, according to the terms of this Agreement, without assuming any financial responsibility under the Plan.

Standard's willingness to provide administrative services is conditioned upon Plan Sponsor's agreement that Standard is not responsible for any risk, liability, benefit or claim under the Plan.

In consideration of the foregoing and the mutual promises and covenants contained herein, Plan Sponsor and Standard enter into the following Agreement.

SPECIFICATIONS

SCHEDULE OF FEES

MONTHLY GENERAL FEE. The Monthly General Fee for the first calendar month of this Agreement and for each calendar month thereafter shall be \$2.19 per employee covered under the Plan.

ADDITIONAL FEES. Additional Fees may be charged to Plan Sponsor upon mutual written agreement between Plan Sponsor and Standard.

DUE DATES. The Monthly General Fee is due and payable on the date of execution of this Agreement and on the first day of each calendar month thereafter. All other fees are due and payable within 15 days after the mailing of the notice by Standard to Plan Sponsor of the amount owed.

FINAL AUTHORITY

Plan Sponsor hereby appoints Standard to act on its behalf as Claims Administrator for the Plan with respect to claims for benefits submitted to Standard for administration and management and which are accepted by Standard. Plan Sponsor hereby delegates to Standard discretionary authority to make initial decisions to approve, deny or close such claims for benefits, including determination of eligibility for coverage and entitlement to benefits, and may include determining the amount of benefits payable. With respect to such claims, Standard shall have authority to interpret the Plan and resolve all questions arising in the administration, interpretation, and application of the Plan, as described in the Plan's Allocation of Authority provision.

For all claims initially denied by Standard and for all approved claims that are subsequently closed, Standard will provide an independent review, if requested by the claimant as provided in the appeal provisions of the Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals requested by claimants. However, in all cases Plan Sponsor retains the final authority to reverse the decision to approve any claim it reasonably believes is not payable under the terms of the Plan or to approve for payment any denied or closed claim it reasonably believes is payable under the terms of the Plan.

Plan Sponsor retains full financial responsibility for the Plan and its operation. Plan Sponsor is the Plan Administrator for purposes of the Employee Retirement Income Security Act of 1974 (ERISA) or similar state law.

Standard is empowered to act on behalf of Plan Sponsor in connection with the Plan only as expressly stated in this Agreement. Standard has no authority or obligation with respect to (1) Plan Sponsor's right of subrogation under the Plan, or (2) management or investment of the assets of the Plan. Standard will exercise ordinary care and reasonable diligence in the performance of its duties under this Agreement, but will not be liable for any mistake of judgment or other action taken in good faith. Standard shall not serve as a fiduciary as that term is defined in ERISA, or as any other type of fiduciary.

INDEMNIFICATION AGREEMENT AND TAXES

- A. Except as provided in section B below, Standard agrees to indemnify, defend, and hold harmless Plan Sponsor, including directors, officers, and employees, from any and all liabilities, claims, lawsuits, administrative proceedings, settlements, compromises, judgments, penalties, costs and expenses, including but not limited to, attorney's fees, pretrial discovery, deposition and investigation expenses, compensatory, consequential, special, exemplary and punitive damages arising out of or relating to, in whole or in part, any negligent act or omission, criminal conduct or fraud, or intentional failure to perform any obligation under the Plan or this Agreement.
- B. Taxes: Notwithstanding any other provision of this Agreement to the contrary, Standard agrees to pay all federal, state, and local corporate income and excise taxes (and interest and penalties that may be assessed thereon) that are due from Standard because of the receipt by Standard of amounts due it pursuant to the **Fees** section of this Agreement.

OBLIGATIONS OF PLAN SPONSOR

A. Plan Sponsor shall:

- 1) Require all claims for benefits under the Plan be submitted to Standard for administration and management.
- 2) Furnish any information reasonably required by Standard to carry out its duties under this Agreement.
- 3) Establish and maintain such accounts and records as may be required in accordance with this Agreement.
- 4) Provide certification in writing on a claim form of the eligibility for benefits of the claimant as required by Standard.
- 5) Pay benefits according to the terms of the Plan.
- 6) File with Standard all amendments or modifications to the Plan at least 60 days prior to the proposed effective date of the change. Standard shall have no obligation to administer any such change unless and until approved by Standard. Standard retains the right to modify the **Schedule Of Fees** to reflect any additional services or expenses required by such change.
- 7) Provide Standard in writing with the names of individuals authorized to act for Plan Sponsor in connection with this Agreement, together with a statement of the extent of their authority.
- 8) Identify Standard as Claims Administrator and include the following statement of Standard's function as Claims Administrator in the Plan document, Summary Plan Descriptions, descriptive booklets, certificates of coverage and similar material distributed to Plan participants:

Plan Sponsor has retained Standard Insurance Company to act on its behalf as Claims Administrator for the Plan with respect to all claims for benefits submitted to Standard for administration and management. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has discretionary authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals by claimants. In each case, Plan Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Plan, including advising and assisting Plan Sponsor with preparation and revision of the Plan and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Plan or Plan Sponsor's right of subrogation under the Plan.

- 9) Make no use of Standard's name in connection with the Plan and its administration which is not approved in writing by Standard and shall submit plan summaries, descriptive booklets, certificates of coverage and similar material to Standard for review and approval prior to distribution to Plan participants.
 - 10) Review Standard's claim and appeal decisions in a timely manner. If Plan Sponsor fails to notify Standard in writing of any objection it may have to any such decision within three months after notice thereof is given by Standard, Plan Sponsor shall be deemed to have waived such objection and shall be conclusively presumed to have ratified and approved Standard's decision.
- B. Standard shall not be considered to have failed to perform its obligations under this Agreement for any delay or nonperformance on its part to the extent that the delay or non-performance is due to Plan Sponsor's failure to discharge its own obligations promptly.**

ADMINISTRATIVE AND CORRELATIVE SERVICES

A. Administrative Services.

Standard shall:

- 1) Advise and assist Plan Sponsor with regard to the initial preparation of the Plan, if requested, and recommend subsequent revisions as may be appropriate.
- 2) Advise and assist Plan Sponsor with regard to the preparation and review of plan summaries, descriptive booklets, certificates of coverage and similar material for distribution to covered employees, if requested. Standard will not be designated as the Plan Administrator or a named fiduciary in the Plan or any such summaries, booklets, certificates or materials. Standard shall not be responsible for distribution to Plan participants or for filing with any governmental agency descriptions of the Plan or modification of the Plan as may be required by law, but may distribute such materials as it deems necessary to protect itself from liability.
- 3) Provide no underwriting or advertising services.

B. Actuarial Services.

Standard shall provide cost estimates for any changes in the Plan, if requested.

C. Claim Services.

Standard shall:

- 1) Advise and assist Plan Sponsor on procedures to be followed in submission of claims, including the preparation of forms necessary for submission and processing of claims.
- 2) Accept for processing and approval or denial all claims for benefits under the Plan submitted to Standard and for which proof of claim is furnished in form satisfactory to Standard.
- 3) Create and maintain a current and complete claim file for any claim presented to Standard for administration under the Plan.
- 4) Review and adjudicate claims submitted and notify claimants and Plan Sponsor in writing of its decisions, subject to Plan Sponsor's right of final review and decision on all claims.
- 5) Submit to Plan Sponsor all claims it may request to review.
- 6) Investigate claims and have medical and vocational examinations of claimants performed as Standard deems advisable, or upon mutual agreement by Standard and the Plan Sponsor.
- 7) Advise claimants concerning the need to apply for benefits that are deductible under the Plan and periodically verify application for or receipt of such deductible benefits.
- 8) Review claims to determine continued eligibility for benefits as frequently as claimant's condition warrants.
- 9) Investigate and process written requests, inquiries or other information received on an appeal of a denied claim. Review and adjudicate appeals of denied claims and notify claimants and Plan Sponsor in writing of its decision, subject to Plan Sponsor's right of final review and decision on all appeals.
- 10) Provide Plan Sponsor with periodic listings of all submitted claims recommended for payment, upon written request.

RECORDS AND CLAIM FILES

- ### **A.**
- All claim files, records, reports, and other information prepared and maintained by Standard pursuant to this Agreement shall be the sole property of Plan Sponsor, subject to Standard's right to retain copies of any such information.

- B. Plan Sponsor shall have the right to inspect any claim file and any other record or report prepared and maintained by Standard pursuant to this Agreement during regular business hours upon reasonable written notice to Standard.
- C. All claim files and other records and reports prepared and maintained by Standard pursuant to this Agreement shall be confidential. Standard shall take such measures as are reasonably necessary to preserve the confidentiality of such claim files, records and reports. No individually identifiable information will be released from any such claim file, except as follows:
- 1) In response to a court order.
 - 2) For an examination conducted by the insurance regulatory authorities of the State of Issue.
 - 3) For an audit or investigation conducted under the Employee Retirement Income Security Act of 1974.
 - 4) At the request of Plan Sponsor.
 - 5) With the written consent of the identified individual or his or her legal representative.
- Pursuant to the **Obligations Of Plan Sponsor** section of this Agreement, Plan Sponsor shall designate employees or agents who are authorized to receive individually identifiable claim information on behalf of Plan Sponsor. Standard may rely upon such authorizations until receipt of written instructions changing such authorizations.
- D. Any individually identifiable claim information released to Plan Sponsor pursuant to this Agreement shall be treated as confidential. Plan Sponsor shall protect such information from unauthorized disclosure.
- E. Claim files, records, reports and other information prepared and maintained by Standard pursuant to this Agreement may be destroyed by Standard at anytime after seven years, unless applicable law specifies a different time frame. With respect to claim files, the seven-year period begins on the date benefits cease to be paid to the claimant. Plan Sponsor may receive an inactive claim file at anytime within the first 60 days after benefits cease by sending a written request to Standard and payment of Standard's reasonable shipping and handling costs.
- F. Upon termination of this Agreement:
- 1) Standard may retain any open or active claim files as provided in item F. of the **Term And Termination** section of this Agreement. Any such files not retained by Standard shall be sent to Plan Sponsor or its successor administrator promptly upon payment of Standard's reasonable shipping and handling costs. Plan Sponsor shall provide satisfactory proof that any successor administrator is licensed as required by law.
 - 2) Standard shall retain all inactive claim files and other records and reports relating to such claims and prepared and maintained by Standard pursuant to this Agreement, and may destroy such files, etc. as provided in item E. of this section. Plan sponsor may obtain possession of such extant claim files, records and reports upon written request to Standard and payment of Standard's reasonable shipping and handling costs. Plan Sponsor acknowledges that locating and processing such files and records may be difficult and time consuming and will substantially increase the shipping and handling costs it is obligated to pay.

SCHEDULE OF FEES

A. Fees

Plan Sponsor shall pay fees to Standard in connection with Standard's services under this Agreement according to the **Schedule Of Fees** in the **Specifications**.

B. Change in Fee Rates

- 1) Standard may change the amount, the method of determination, or both, of any fees not yet due, when a change in any law or regulation affects the manner in which Standard performs any

function under this Agreement only upon mutual written agreement of the parties. The amount, the method of determination, or both, of any fees not yet due may also be changed upon mutual written agreement between Plan Sponsor and Standard.

- 2) Standard may change the amount, the method of determination, or both, of any fees not yet due, upon 60 days written notice to Plan Sponsor. Except as provided in Paragraph 1) of this section, no such change in fees shall be made more than once in any Contract Year, provided that this limitation shall not apply to any changes in fees in connection with any change in the terms of this Agreement or the Plan.

INTEREST ON LATE PAYMENTS

Plan Sponsor shall pay Standard interest at a rate equal to the Wells Fargo Bank and Co. prime rate plus two percent (2%) per annum, or the highest rate permitted by applicable law, whichever is less, on any sums payable to Standard pursuant to this Agreement which are not paid by Plan Sponsor on or before the date on which such sums are due, time being of the essence of this Agreement. All payment, invoicing, and dispute resolution shall be in accordance with Fla. Stat. 218.70 et. seq., the Local Government Prompt Payment Act, and County policy establish in conformance therewith.

AMENDMENT

This Agreement constitutes the entire contract between the parties, superseding all prior or contemporaneous written or oral understandings and agreements. No modification or amendment of this Agreement shall be valid unless made in writing and signed by each party.

ASSIGNMENT AND MISCELLANEOUS PROVISIONS

- A. Neither party shall assign this contract without the prior written consent of the other party.
- B. Standard will not be bound by any notice, direction, requisition, or request unless and until it is received in writing at Standard's Home Office at Portland, Oregon.
- C. This Agreement shall be deemed to have been entered into in the State of Florida, and all questions concerning validity, interpretation, or performance of any of its terms or provisions or of any rights or obligations of the parties to this Agreement, shall be governed by and resolved in accordance with the laws of that state, except as such laws are preempted by ERISA.
- D. Captions of the parts, sections, and paragraphs of this Agreement are for convenience and reference only, and the words contained in such captions shall in no way be employed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- E. Standard has not and will not provide legal advice, legal opinions or other legal services to Plan Sponsor in establishing or maintaining the Plan or relative to this Agreement. Plan Sponsor will rely solely upon the advice of its own legal counsel in evaluating the legal aspects of the Plan and this Agreement.

TERM AND TERMINATION

- A. Contract Years are successive twelve month periods computed from the effective date of this Agreement. The date of termination of this Agreement, unless otherwise specified, shall be deemed to be the last day of a Contract Year.
- B. This Agreement may be terminated by either party upon 120 days written notice of termination provided to the other party.
- C. This Agreement will terminate automatically on the date of termination of any group long term disability insurance policy issued to Plan Sponsor by Standard.
- D. Plan Sponsor's failure to pay Fees pursuant to **Schedule Of Fees** or to pay benefits as required by the Plan shall cause immediate termination of this Agreement upon written notice by Standard to be delivered to Plan Sponsor at its last known address.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Client shall notify Standard of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the Client.

- E. After the termination of this Agreement, Standard shall continue to provide claim services with respect to any claim for benefits under the Plan with a date of disability occurring on or before the date of termination. Plan Sponsor shall see to it that any such claim is immediately sent to Standard. Standard shall administer any such claim until it determines the claim is inactive. The terms and provision of this Agreement shall continue to apply where applicable to the runoff of such claims, specifically including Plan Sponsor's obligation to make funds available for payment of benefits. Standard shall have no duty to provide services for claims submitted to Standard before the date of termination if the date of disability for those claims is anticipated to be after the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers duly authorized to do so.

Plan Sponsor:

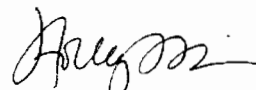
By _____ Date _____

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO

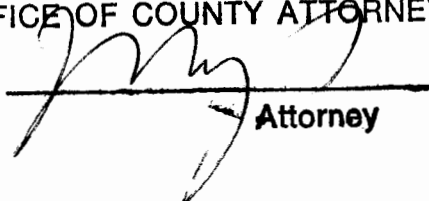


Corporate Secretary

STASOAG1 (ATP)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By



Attorney

DISABILITY PLAN ADMINISTRATIVE SERVICES AGREEMENT

AMENDMENT NO. 1

Attached to and made a part of the Disability Plan Administrative Services Agreement
issued in connection with
Group Short Term Disability Coverage Plan 648979-C adopted by Pinellas County Board of County
Commissioners as Plan Sponsor.

Effective October 1, 2015, Disability Plan Administrative Services Agreement 648979-C replaces
Administrative Services Agreements 648979-B and 642230-B.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

1317 36000 1

Pinellas County Board of County Commissioners

PLAN DOCUMENT

SHORT TERM DISABILITY INCOME BENEFIT PLAN

Plan Sponsor has established a short term disability income benefit plan and agreed to provide STD Benefits according to the terms of this Plan Document. Plan Sponsor is solely responsible for payment of STD Benefits payable under the terms of this Plan.

Plan Sponsor has retained Standard Insurance Company as Claims Administrator for the Plan. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has discretionary authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals by claimants. In each case, Plan Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Plan, including advising and assisting Plan Sponsor with preparation and revision of the Plan and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Plan or Plan Sponsor's right of subrogation under the Plan.

This Plan and the individual applications, if any, of the Members constitute the entire Plan. Plan Sponsor has the right at anytime to amend or terminate this Plan or to require or change the amount of Member contributions. No change in this Plan will be valid unless approved by Plan Sponsor and evidenced by an amendment. No agent has authority to change this Plan or to waive any of its provisions.

For purposes of effective dates and ending dates under this Plan, all days begin and end at 12:00 midnight Standard Time at Plan Sponsor's address.

All provisions on this and the following pages are part of this Plan. "You" and "your" mean the Member. "We", "us", and "our" mean Plan Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

PLAN SPONSOR

By

Signature(s) and Title(s) of Authorized Representative(s)

PD190-STD

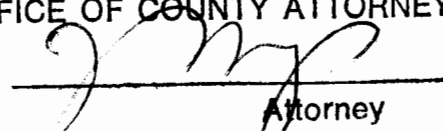
APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By  Attorney

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COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) coverage. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL PLAN INFORMATION

Plan Sponsor:	Pinellas County Board of County Commissioners
Employer(s):	Pinellas County Board of County Commissioners The Pinellas County Unified Personnel System
Claims Administrator:	Standard Insurance Company
ATP Number:	648979-C
Plan Effective Date:	October 1, 2015

BECOMING COVERED

To become covered you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Active Work Provisions** and **When Your Coverage Becomes Effective**.

Definition of Member:	<p>You are a Member if you are:</p> <ol style="list-style-type: none">1. A regular employee of the Employer; and2. Regularly working at least 20 hours each week. <p>You are not a Member if you are:</p> <ol style="list-style-type: none">1. A temporary or seasonal employee.2. A leased employee.3. An independent contractor.4. A full time member of the armed forces of any country.
Eligibility Waiting Period:	<p>You are eligible on one of the following dates:</p> <p>If you are a Member on the Plan Effective Date, you are eligible on that date.</p> <p>If you become a Member after the Plan Effective Date, you are eligible on the first day of the calendar month following 30 consecutive days as a Member.</p>

SCHEDULE OF COVERAGE

STD Benefit:	66 2/3% of your Predisability Earnings, before reduction by Deductible Income.
Benefit Waiting Period:	
Exempt Employees:	None for Disability caused by accidental Injury.

	None for Disability caused by Sickness or Pregnancy.
Classified Employees:	7 days for Disability caused by accidental Injury. However, you will be credited with time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's temporary recovery provisions.
	7 days for Disability caused by Sickness or Pregnancy. However, you will be credited with time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's temporary recovery provisions.
Maximum Benefit Period:	The end of the total number of benefit weeks provided in Personnel Rule XIV. Extended Illness Leave based on your years of service as follows:
	First year 6 weeks
	Second year 11 weeks
	Third year 16 weeks
	Fourth year 21 weeks
	Fifth year and over 26 weeks.

However, if you are hired on or after December 25, 1994 and one or more of the following apply, your Maximum Benefit Period will be reduced by the Benefit Waiting Period:

1. You are eligible for benefits under a long term disability plan sponsored by your Employer:
2. You are approved for disability benefits through Social Security; or
3. You begin receiving retirement benefits as a result of employment with your Employer.

If you are Disabled for less than one full week, we will pay a proportionate STD Benefit for each day of disability. Any part of a work week for which any STD Benefit is paid will count as a full week towards the Maximum Benefit Period.

DISABILITY PROVISIONS

Partial Disability:	Covered. The Partial Disability Income Percentage is 80% of your Predisability Earnings.
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See **Definition Of Disability** for more information.

EXCLUSIONS AND LIMITATIONS

Work Related Disability Exclusion:	Yes
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See **Exclusions** and **Limitations** for these and other exclusions and limitations.

OTHER PROVISIONS

Daily Hospital Benefit:	No
First Day Hospital Benefit:	No
Leave Of Absence and Lay Off Period:	The end of the plan month in which the leave of absence begins.

Continuity of Coverage: Yes

Predisability Earnings based on: Earnings in effect on your last full day of Active Work.

MEMBER CONTRIBUTIONS

Coverage is: Noncontributory

STATEMENT OF COVERAGE

If you become Disabled while covered under the Plan, we will pay STD Benefits according to the terms of the Plan after we receive Proof Of Loss satisfactory to us.

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions:

- A. Definition Of Disability; or
- B. Definition Of Partial Disability.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with the Employer. Your Own Occupation is not limited to your job with your Employer.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

- A. Definition Of Disability

You are Disabled, if as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are:

1. Unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. Suffer a loss of at least 20% of your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license, or because you suffer a loss of Predisability Earnings as a result of disclosure of any Physical Disease, Injury, Pregnancy or Mental Disorder.

- B. Partial Disability Definition

You are Partially Disabled when you work in your own occupation or any other occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn more than the Partial Disability Income Percentage shown in the **Coverage Features**.

One half of your Work Earnings may be Deductible Income. See **Return To Work Incentive** and **Deductible Income**.

RETURN TO WORK INCENTIVE

- A. During The Benefit Waiting Period

You may serve your Benefit Waiting Period while working for your Employer, if you meet either the Definition Of Disability or the Definition Of Partial Disability.

- B. After The Benefit Waiting Period

You are eligible for the Return To Work Incentive on the first day you work for your Employer after the Benefit Waiting Period if STD Benefits are payable on that date.

One half of your Work Earnings will be Deductible Income.

Work Earnings means your gross weekly earnings from work you perform for your Employer while Disabled.

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the allowable period.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is a total of 6 months.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the allowable period, 1 through 4 below will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. Except as stated above, the provisions of the Plan will be applied as if there had been no interruption of your Disability.

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of 1 through 5 below.

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date you begin working for an employer other than your Employer, or become self-employed.
5. The date your current earnings exceed 80% of your Predisability Earnings.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.

5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks).

DEDUCTIBLE INCOME

Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Incentive**.
2. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. The Jones Act;
 - b. Maritime Doctrine of Maintenance, Wages or Cure;
 - c. Longshoremen's and Harbor Worker's Act; or
 - d. Any similar act or law.
3. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
4. Any amount you receive or are eligible to receive under the Personal Injury Protection section of the Florida Motor Vehicle No-Fault Law.
5. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim. See **Claims**.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Plan in effect on the date you become Disabled. Your right to receive STD Benefits for a period of Disability which begins while you are covered will not be affected by:

1. Termination of the Plan after you become Disabled;
2. Termination of your coverage while the Plan remains in force; or
3. Any amendment to the Plan approved after the date you become Disabled.

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Plan, including the **Exclusions** and **Limitations** sections will apply to the new cause of Disability.

EXCLUSIONS

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury while sane or insane.

C. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave

No STD Benefits will be paid for any period when you are receiving paid sick leave from your Employer.

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay STD Benefits within 60 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under the Plan and any group disability insurance policy. You must immediately repay any overpayment. You will not receive any STD Benefits until the overpayment has been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

H. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Plan on which our decision is based;
3. A description of any additional information needed to support your claim; and
4. Information concerning your right to a review of our decision.

I. Review Procedure

You must request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send us written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Plan.

J. Assignment

The rights and benefits under the Plan are not assignable.

SUBROGATION

If STD Benefits are paid or payable to you under the Plan as the result of the act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If suit or action is filed, we may record a notice of payment of STD Benefits, and such notice shall constitute a lien on any judgement recovered, less a pro rata share of the costs of recovery, including attorney fees.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our own name or in your name. We are entitled to retain from any judgement recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

ALLOCATION OF AUTHORITY

We have full and exclusive authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in the administration, interpretation, and application of the Plan.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Plan and any claim under it;

3. The right to determine:
 - a. Eligibility for coverage;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Plan, any decision we make in the exercise of our authority is conclusive and binding.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The end of the period within which Proof Of Loss is required to be given.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

Noncontributory Coverage

Subject to the **Active Work Provisions**, your Noncontributory coverage becomes effective on the date you become eligible.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your coverage, your coverage will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the Material Duties of your Own Occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your coverage.

B. Changes In Coverage

This Active Work requirement also applies to any increase in your coverage. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in coverage caused by a change in:

1. Your status as a member of a class;
2. The rate of earnings used to determine your Predisability Earnings; or
3. The terms of the Plan.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was paid for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your coverage will be continued during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you the same amount paid to you immediately before you ceased to be a Member.
 - b. During the Benefit Waiting Period and while STD Benefits are payable.
 - c. During a leave of absence if continuation of your coverage under the Plan is required by a state-mandated family or medical leave act or law.
 - d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the Leave Of Absence Period shown in the **Coverage Features**.

REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Member. However, the following will apply.

1. If your coverage ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your coverage ends because you fail to make a required Member contribution, you must provide a satisfactory Medical History to become covered again.
3. If your coverage ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

CLERICAL ERROR

Clerical error by us, your Employer, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered;
2. Invalidate coverage under the Plan otherwise validly in force; or
3. Continue coverage under the Plan otherwise validly terminated.

TERMINATION OR AMENDMENT OF THE PLAN

We may terminate the Plan in whole or in part, and may terminate coverage for any class or group of Members, at any time.

Benefits under the Plan are limited to its terms, including any valid amendment. No change in the Plan will be valid unless approved by Plan Sponsor and evidenced by an amendment. No agent has authority to change the Plan or to waive any of its provisions.

Any such change or amendment of the Plan may apply to current or future Members or to any separate classes or groups of Members.

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means coverage under the Plan is elective and Members pay all or part of the cost of coverage.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage. See **Coverage Features**.

Injury means an injury to your body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

Noncontributory means (a) coverage under the Plan is nonelective and we or the Employer pay the entire cost of coverage; or (b) we require all eligible Members who meet the Active Work requirement to have coverage and to pay all or part of the cost of coverage.

Physician means a licensed medical professional acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Plan means the short term disability income benefit plan established by Plan Sponsor and identified by the ATP Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's short term disability plan in effect on the day before the effective date of your Employer's coverage under the Plan and which is replaced by the Plan.

STD Benefit means the weekly benefit payable to you under the terms of the Plan.

STDASO_PD97

PLAN DOCUMENT AMENDMENT NO. 1

Attached to and made a part of the Plan Document in connection with the Group Short Term Disability Income Benefit Plan 648979-C adopted by Pinellas County Board of County Commissioners as Plan Sponsor.

Effective October 1, 2015, and subject to the **Active Work Provisions**, the Plan Document is amended as follows:

1. Plan Documents 648979-B and 642230-B are replaced by Plan Document 648979-C.
2. The **Active Work Provisions** will not be construed to terminate insurance for any Member who was insured under Plan Document 648979-B or Plan Document 642230-B as of September 30, 2015.

Any increase in amounts of coverage for a Member who is incapable of Active Work on September 30, 2015, will be deferred until the next day after the Member completes one full day of Active Work.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder:	Pinellas County Board of County Commissioners
Policy Number:	642045-D
Effective Date:	October 1, 2015

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO



Corporate Secretary

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COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	642045-D
Policyholder:	Pinellas County Board of County Commissioners
Employer(s):	Pinellas County Board of County Commissioners
Group Policy Effective Date:	October 1, 2015
Policy Issued in:	Florida

Member means:

1. A regular employee of the Employer or the Unified Personnel System;
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition:

- Class 1: Classified employees with 5 or more years of service and exempt employees
- Class 2: Classified employees with less than 5 years of service
-

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
Exempt Members:	<p>If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month following 30 days as a Member.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following 30 days as a Member.</p>
Classified Members:	<p>If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 1 year as a Member.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 1 year as a Member.</p>

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first \$8,333 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	\$5,000 before reduction by Deductible Income.
Minimum:	\$100 or 10% of your LTD Benefit before reduction by Deductible Income, whichever is greater.
Benefit Waiting Period:	180 days. However, you will be credited for time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's temporary recovery provisions.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger	To age 65, or 3 years 6 months, if longer.
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

PREMIUM CONTRIBUTIONS

Insurance is:	Class 1: Noncontributory
	Class 2: Contributory

PREMIUM AND RENEWALS

Premium Rates:

LTD Insurance:

Property Appraiser and Pinellas Planning Council Members:	0.510% of Insured Earnings.*
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*Insured Earnings means 12 times the first \$8,333 of each insured Member's insured Predisability Earnings, divided by 26.

All other Members:	0.510% of each insured Member's insured Predisability Earnings up to \$8,333.
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Premium Due Dates:	October 1, 2015 and the first day of each calendar month thereafter.
Initial Rate Guarantee Period:	October 1, 2015 to January 1, 2018
Minimum Participation Number:	10 insured Members
Minimum Participation Percentage:	Class 1: 100% of eligible Members Class 2: 25% of eligible Members

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer or the Unified Personnel System;
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

B. Effect Of Preexisting Conditions

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

LT2.CC.10

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period.

LT.EN.OT.1

WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 12 months, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
 - a. If you become insured again within 90 days.
 - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.2X

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
 - B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWNOCC_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 30 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.

2. The date your Maximum Benefit Period ends unless LTD Benefits are continued by the Lifetime Security Benefit. See **Additional Benefits For The Severely Disabled**.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

(LSB REF) LT.BE.OT.1

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
3. Shift differential pay.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
4. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

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DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.

- a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. A workers' compensation law;
 - b. The Jones Act;
 - c. Maritime Doctrine of Maintenance, Wages, or Cure;
 - d. Longshoremen's and Harbor Worker's Act; or
 - e. Any similar act or law.
4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
 - a. The Federal Social Security Act;
 - b. The Canada Pension Plan;
 - c. The Quebec Pension Plan;
 - d. The Railroad Retirement Act; or
 - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option you select will be Deductible Income.
8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or

settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.

11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.
12. The amount you receive or are eligible to receive under the Personal Injury Protection section of the Florida Motor Vehicle No-Fault Law.

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EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we

mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

A. Lifetime Security Benefit

If you meet the requirements below on the date your Maximum Benefit Period ends, we will pay LTD Benefits beyond the end of your Maximum Benefit Period, according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Requirements For Lifetime Security Benefit

1. LTD Benefits are scheduled to end solely because your Maximum Benefit Period is ending.
2. You are Disabled and in addition:
 - a. You are unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance due to loss of functional capacity as a result of Physical Disease or Injury; or
 - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.

3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us .

B. Effect Of Lifetime Security Benefit On Other Provisions Of The Group Policy

If your LTD Benefits are continued beyond the end of the Maximum Benefit Period by the Lifetime Security Benefit no Survivors Benefit will be paid if you die.

Except as provided above, the terms of the Group Policy will continue to apply to your Disability as before.

C. When LTD Benefits End Under The Lifetime Security Benefit

LTD Benefits continued by the Lifetime Security Benefit will end automatically on the earlier of:

1. The date you no longer meet the requirements in item A. above.
2. The date LTD Benefits end under the terms of the Group Policy for any reason other than reaching the end of the Maximum Benefit Period.

D. Time Limits On Filing Proof Of Loss

Proof Of Loss for the Lifetime Security Benefit must be provided within 90 days after the date the Maximum Benefit Period ends. If that is not possible, it must be as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

E. Exclusions and Limitations

LTD Benefits will not be continued by the Lifetime Security Benefit for any period when you are confined for any reason in a penal or correctional institution.

LTD Benefits will not be continued by the Lifetime Security Benefit if you are unable to perform Activities Of Daily Living or the Severe Cognitive Impairment is caused or contributed to by:

1. War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. A Mental Disorder.
4. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
5. A Preexisting Condition.
 - a. Definition: For purposes of the Lifetime Security Benefit, Preexisting Condition means a mental or physical condition for which you have done, or for which a reasonably prudent person would have done any of the following:
 - i. consulted a physician or other licensed medical professional.
 - ii. received medical treatment or services or advice.
 - iii. undergone diagnostic procedures, including self-administered procedures, or
 - iv. taken prescribed drugs or medicationduring the 3 months just before your Lifetime Security Benefit coverage is effective.
 - b. Period Of Exclusion: This exclusion will not apply after the Lifetime Security Benefit coverage has been continuously in effect for a period of 12 months. if after that period you have been Actively At Work for at least one full day.

6. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

F. Definitions

1. Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.
2. Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.
3. Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.
4. Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.
5. Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.
6. Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.
7. Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.
8. Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.
9. Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).
10. Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.
11. Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

(WITH LSB_WITH FULL EX/LIM) LT.XB.OT.1

SURVIVORS DEATH BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Death Benefit according to 1 through 4 below.

1. The Survivors Death Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Death Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Death Benefit will be paid at our option to any one or more of the following:
 - a. Your surviving spouse:
 - b. Your surviving unmarried children, including adopted children, under age 25:

- c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
 - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Death Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.FL.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

- 1. Any amendment to the Group Policy that is effective after you become Disabled.
- 2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period unless LTD Benefits are continued by the Lifetime Security Benefit. See **Additional Benefits For The Severely Disabled**.
- 2. The **Disabilities Excluded From Coverage**, **Disabilities Subject To Limited Pay Periods**, and **Limitations** sections will apply to the new cause of Disability.

(LSB REF) LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
 - i. Consulted a physician or other licensed medical professional;
 - ii. Received medical treatment, services or advice;
 - iii. Undergone diagnostic procedures, including self-administered procedures;

iv. Taken prescribed drugs or medications;

b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

a. Have been continuously insured under the Group Policy for 12 months; and

b. Have been Actively At Work for at least one full day after the end of that 12 months.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDNT) LT.XD.OT.1

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders, Substance Abuse and Other Limited Conditions

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders;

2. Substance Abuse; or

3. Other Limited Conditions.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Other Limited Conditions means chronic fatigue conditions (such as chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpes virus type 6 infection, or myalgic encephalomyelitis), any allergy or sensitivity to chemicals or the environment (such as environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy or myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular joint disorder, craniomandibular joint disorder.

arthritis, diseases or disorders of the cervical, thoracic, or lumbosacral back and its surrounding soft tissue, and sprains or strains of joints or muscles.

However, Other Limited Conditions does not include neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, or vascular malformations, demyelinating diseases, lupus, rheumatoid or psoriatic arthritis, herniated discs with neurological abnormalities that are documented by electromyogram and computerized tomography or magnetic resonance imaging, scoliosis, radiculopathies that are documented by electromyogram, spondylolisthesis, grade II or higher, myelopathies and myelitis, traumatic spinal cord necrosis, osteoporosis, discitis, Paget's disease.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. Hospital does not include any rehabilitative care facility unless the rehabilitative care is for treatment of physical disability and is provided in a licensed hospital which is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(WITH MUSC) LT.LP.FL.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Death Benefit. If no Survivors Death Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information

necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PUB WRDG) LT.CL.FL.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable; and
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought after expiration of the applicable statute of limitations from the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.FL.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled, unless LTD Benefits are continued by the Lifetime Security Benefit. See **Coverage Features** and **Additional Benefits For The Severely Disabled**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications caused by pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

(LSB REF) LT.DF.FL.1

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 60 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 60 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract. Changes

The Group Policy and the applications of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LT.PH.OT.1

FL/LTDP2000

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 642045-D issued to
Pinellas County Board of County Commissioners as Policyholder.

Effective October 1, 2015, the Group Policy is amended as follows:

1. Group Policy 642045-D replaces Group Policy 642045-B.
2. The **Active Work Provisions** will not be construed to terminate insurance for any Member who was insured under Group Policy 642045-B as of September 30, 2015. However, the provisions of Group Policy 642045-D will not apply to a period of continuous Disability which began prior to October 1, 2015, even if the Member is in a period of Temporary Recovery on September 30, 2015.
3. For purposes of the **Incontestability Provisions**, Group Policy 642045-D will be deemed to be in effect since October 1, 2008.
4. If LTD Benefits were payable under Group Policy 642045-B and the period for which benefits were payable was limited to a specific number of months for each period of continuous Disability, those LTD benefits will not count toward the lifetime limit for such Disabilities under Group Policy 642045-D.
5. If LTD Benefits were payable under Group Policy 642045-B for a Disability subject to a lifetime limit under Group Policy 642045-B, those LTD Benefits will count toward the lifetime limit for such Disabilities under Group Policy 642045-D.

Any increase in amounts of coverage for a Member who is incapable of Active Work on September 30, 2015 will be deferred until the next day after the Member completes one full day of Active Work.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

134-6477-P



September 4, 2015

Pinellas County Board of County Commissioners
Dave Blasewitz
400 S. Ft. Harrison Ave 4th Floor
Clearwater, FL 33756

Re: Group Policy 642045-D

Dear Mr. Blasewitz:

This letter serves as formal notification that, as we have discussed, Standard Insurance Company (The Standard) agrees not to amend the group long term disability insurance policy referenced above (Group Policy 642045-D) unless Pinellas County Board of County Commissioners and The Standard mutually agree to the amendment in writing. However, mutual agreement is not required when the amendment is required by applicable law, regulation, or legal order.

Additionally, The Standard recognizes that as a public entity, the hold harmless and indemnification requirement in part J. Agency And Release of the Policyholder Provisions section of the Group Policy is not enforceable against Pinellas County Board of County Commissioners as the Policyholder.

Except as expressly stated herein, Group Policy 642045-D issued by The Standard to Pinellas County Board of County Commissioners shall be administered and enforced according to its terms.

We appreciate this opportunity to be of service to your organization. Please feel free to contact your Account Manager, Christine D'Angelo, if you have any questions.

Sincerely,

James B. Graham
2nd VP Underwriting
ISG Underwriting

Cc: Christine D'Angelo, Account Manager
Contract File

PINELLAS COUNTY RANKING

RFP TITLE: Disability Benefits and FMLA Administration Services
RFP #: 134-0477-P (JA)

Company Name	Point Total	Ranking
Column1	Column2	Column3
Hartford Life and Accident Insurance	868.55	1
Standard Insurance Company	857.46	2
United Healthcare	812.51	3
Life Insurance Co. of North America d/b/a Cigna	785.98	4
Dearborn National Life Insurance Co	734.98	5
Aetna Life Insurance Company	699.11	6
ReliaStar Life Insurance Company dba Voya Financial	689.00	7
Lincoln Financial Group	630.11	8
Liberty Life Assurance Company of Boston	627.42	9
American United Life Insurance Co. - One America Group	195.35	10