



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO:	HARTFORD LIFE AND ACCIDENT INSURANCE CO ONE HARTFORD PLAZA HARTFORD, CT 0615	DATE ISSUED:	MARCH 07, 2024
		CONTRACT NO:	23-HRD-RFP-608
		CONTRACT TITLE:	EMPLOYER GROUP LIFE AND LONG-TERM DISABILITY INSURANCE

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-HRD-RFP-608 including all attachments and amendments thereto.

EFFECTIVE DATE: MARCH 1, 2024
EXPIRES: DECEMBER 31, 2028
RENEWALS: THIS IS THE 1ST YEAR AWARD NOTICE OF A POSSIBLE 9 YEAR CONTRACT.
COMMODITY CODE(S): 95363, 95337
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 23-HRD-RFP-608

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: RONALD MATTSON, SR. CLIENT RELATIONSHIP MANAGER
EMAIL ADDRESS: RONALD.MATTSON@THEHARTFORD.COM
VENDOR TEL. NO.: (860) 547-7043

COUNTY CONTACT: COLLEEN DONNELLY, (HRD)
COUNTY CONTACT EMAIL: CDONNELLY@ARLINGTONVA.US
COUNTY TEL. NO.: (703) 228-3447

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** March 7, 2024



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 23-HRD-RFP-608

3/7/2024

THIS AGREEMENT is made, on _____, between Hartford Life and Accident Insurance Company ("Contractor"), a Connecticut Insurance Company located at One Hartford Plaza, Hartford, CT 06155 authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit A1 – Plan Designs
- Exhibit B – Contract Pricing
- Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit E – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail. The insurance policy shall control the insurance relationship between The Hartford and the County

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is for Employer Group Life and Long-term Disability Insurance. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on March 1, 2024, and end on December 31, 2028 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement for one renewal option of five (5) years, from January 1, 2029, to December 31, 2033 (a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A and Exhibit A-1 unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2027, for long term disability products and until June 30, 2028, for life insurance products ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the County will prepare a self-billing invoice describing the counts and volumes for each type of coverage in place for the duration of the preceding month. The County will process for payment each self-billing invoice by the end of the month. All payments will be made from the County to the Contractor via ACH.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor will not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without notice to the County. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 7 calendar days in advance of the proposed action.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager,

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience,

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County. The County will use best efforts to provide at least 31 days' notice.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE.

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s negligent or intentionally wrongful acts or omissions, including the negligent or intentionally wrongful acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County’s data or inputs.

The Hartford will grant the County license to use The Hartford’s intellectual property contained in any deliverables provided to the County while The Hartford is providing insurance Services to the County. All deliverables discovered, created or developed by The Hartford under this Agreement shall be and will remain the sole and exclusive property of The Hartford with licensed rights of use granted to the County in accordance with this Agreement.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. The Contractor may retain a copy of confidential data as required by auditors, reinsurers or regulators or to comply with any federal, state or local requirements governing the retention of records and materials. Confidential data that was transmitted, read or stored electronically cannot be deleted from the Contractor's computer systems or equipment. the Contractor shall take commercially reasonable steps to maintain the confidentiality of such confidential data. Such steps shall be no less rigorous than those used to protect the Contractor's own similar information.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

22. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personnel, records; that are created, maintained transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents or as otherwise required or permitted by applicable law is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection**. The Contractor will protect the County's Information according to applicable standards established by federal law and Commonwealth of Virginia statutes and will align to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations, as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a summary of its data security policy and procedures for securing County Information and an overview of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm such as an AICPA SOC2 Type II report.

- (d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 48 hours of the confirmation of any unauthorized access to or use or disclosure of County Information triggering notification under applicable data breach notification laws.

- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

23. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

24. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, disease, pandemic or other health emergency, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

26. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

27. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

29. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to the County's and the Contractor's security and confidentiality policies, which may require permission from claimants prior to scheduling the audit.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

31. ASSIGNMENT

Other than to internal affiliates, the Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

32. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party. ok

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Ronald Mattson, Sr. Client Relationship Manager
The Hartford
4480 Cox Road
Glen Allen VA 23060
Phone: (860) 547-7043
Ronald.Mattson@thehartford.com

TO THE COUNTY:

Colleen Donnelly, Project Officer
Human Resources Department - Employee Services
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 511
Arlington, Virginia 22201
Phone: (703) 228-3447
Email: cdonnelly@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

48. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor’s programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services and activities. For example, individuals’ service animals must be allowed in the Contractor’s offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

49. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk Exposure - Contractor shall maintain Cyber Risk and/or Technology Errors and Omissions Insurance coverage for itself and on behalf of its Personnel as set forth according to the following requirements. Cyber Risk Insurance with a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall cover Arlington County and its Agencies, and subsidiaries, and their respective Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of Contractor's equipment, products, Services, or software under this contract. In the event such policy is written on a claims-made basis then: (i) Contractor shall maintain such policy in effect for a period of not less than four (4) years after the last date that equipment, products, Services, or software are provided by Contractor under this contract or the applicable warranty period, whichever is longer; and (ii) such policy shall include a retro-active coverage date preceding the first date that any equipment, products, Services or software are provided under this Agreement. At a minimum, such insurance shall extend the following coverages to the benefit of Arlington County and its Agencies: (a) privacy breaches (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems, and no exclusion/restriction for unencrypted portable devices/media may be on the policy; (f) indirect and consequential damages arising out of a cyber-related event; and (g) the first party losses of Arlington to cover the cost of forensic and/or technical teams hired to investigate any security incident, attorney's fees, the cost of preparing and distributing a notification to affected individuals, the cost of running a centralized call center, the cost of two years of credit monitoring services for impacted individuals, and the cost of preparing and filing all required notices with governmental authorities, agencies, or interested parties globally.

- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that fund equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

50. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Hartford Life and Accident Insurance Company

AUTHORIZED SIGNATURE: DocuSigned by:
Dr. Sharon Lewis
89B86B1AD301462...

AUTHORIZED SIGNATURE: DocuSigned by:
Adam Krawiec
91DDC95A6B034F1...

NAME: Dr. Sharon Lewis

NAME: Adam Krawiec

TITLE: Purchasing Agent

TITLE: VP, Customer & Broker Services

DATE: 3/7/2024

DATE: 3/4/2024

EXHIBIT A

SCOPE OF SERVICES

Task 1. Provide Employer Group Life Insurance and Long-Term Disability Insurance. Provide fully insured employer group life insurance and long-term disability insurance benefits meeting the plan design requirements and coverage as identified in Plan Designs (Exhibit A1), for Arlington County Government's eligible employees, retirees, and their dependents.

1. Plan services and insurance coverages shall begin on March 1, 2024, except for employer-paid long-term disability and the associated employee buy-up option, which may begin on July 1, 2024, if the County secures the necessary budget appropriation.
2. The Contractor must comply with all state insurance department filing requirements for all plans/products being offered in this solicitation in each state in which the County has employees.
3. For all life insurance and long-term disability participants enrolled on the contract's effective date:
 - o The Contractor will unconditionally provide continuous coverage to all current participants, with no statement of health or medical evidence required.
 - o The Contractor will provide and continue existing levels of coverage (i.e., "no loss, no gain" provision).

Insurance coverage includes:

1. Employee basic life, supplemental life, spouse supplemental life, and child supplemental life, with all of these coverages to include accidental death & dismemberment /personal loss coverage (AD&D).
2. Retiree basic life and supplemental life
3. Employee long-term disability (LTD)

Task 2: Account and Data Management

1. Assign one account manager, who will be the primary contact for the County.
2. Assign one dedicated claims contact for County HR Benefits Staff.
3. Assign one dedicated billing contact for the County HR Benefits Staff
4. Provide an employer-access-only website that enables designated individuals from the County HR Benefits staff to:
 - o Submit a life insurance claim
 - o Look up the status of a submitted claim
 - o Download forms needed for plan administration (electronic claim form, beneficiary form, next of kin form, etc.)
 - o Generate on-demand reports for:
 - Result of EOI process: supplemental life denials, approvals, coverage amount, and start date
 - Monthly benefits paid – current month and historical data
 - Annual benefits paid – historical data
5. Provide an electronic version of the group policy for all plans
6. Provide an electronic version of the benefit summary for all plans/coverages
7. Accept self-billing invoices from the County

EXHIBIT A

8. Provide the following monthly reports that detail benefits paid out for each type of coverage.
 - Life Insurance AD&D – monthly report of benefits paid and annual summary report of benefits paid
 - Long-term Disability – monthly report of benefits paid, annual summary report of benefits paid, Social Security approval status, and LTD claim reserve

Electronic reports may be emailed or available on-demand via the vendor's employer website. Monthly reports must include employee/retiree name; benefit amount; coverage type.

9. During the contract's initial term, provide an experience summary 90 days before the contract anniversary. During renewal terms, provide an experience summary 180 days before the contract anniversary.
10. Monitor federal and state legislation affecting the delivery of plan benefits to participants and report to the County on those issues in a timely fashion before the effective date of any mandated plan changes.

Task 3. Claims Administration

1. Review and adjudicate claims incurred from March 1, 2024, through the contract termination date in compliance with the Department of Labor's final claims procedure regulations, including the appropriate timeframes for (a) adjudicating claims, and (b) notice of appeal decisions.
2. For life insurance claims, assist named beneficiaries with assigning proceeds to third parties (e.g., funeral home, cemetery).
3. Pay life insurance claims to designated beneficiaries or assigned parties.
4. Review and process requests for portability and conversion.
5. Perform outreach to disability benefit payees regarding submission of regularly updated medical information.
6. Support disability benefit payees in the approval process for Social Security Disability.
7. Provide tax services for long-term disability income payees.
 - Withhold from disability benefits and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes. Make timely filings with the appropriate United States federal and state agencies.
 - Provide W-2 forms by January 31 of each year for payees receiving long-term disability income benefits.
 - Make information return filings in accordance with federal and state requirements regarding income tax, Social Security, and Medicare tax.
 - Provide FICA Match service: pay the employer share of FICA for payees receiving long-term disability income benefits until six months of sick/disability pay is reached.
 - If this contract or policy is terminated, continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the contract or policy.

EXHIBIT A

Task 4. Administer Evidence of Insurance (EOI)/Medical Underwriting Process

1. Deliver the EOI questionnaire or the link for completing EOI forms online via mail to individuals requesting coverage who do not meet guaranteed-issuance eligibility requirements.
2. Communicate directly with employees or their dependents who must provide additional medical documentation for the EOI process and provide clear instructions and deadlines for completing EOI process.
3. Provide a secure method for transmission of completed EOI forms, including but not limited to mail and fax options.
4. Communicate directly with employees or their dependents regarding approval or denial of requested coverage amounts over the guaranteed issue.
5. Provide EOI approval/denial information to County HR Benefits staff at least twice per month. Information must include employee name, dependent name (as appropriate to coverage), coverage type approved, amount of approved coverage, and start date of approved coverage or denial of requested supplemental coverage.
6. As a result of the County's May 2024 Open Enrollment, for employee voluntary life, dependent voluntary life, and employee voluntary long-term disability, the contractor shall waive the medical underwriting requirement up to the guaranteed issuance amount — as applicable to the coverage — for non-participating employees who enroll.

Task 5: Customer Service

1. Maintain one or more call centers to answer questions about the EOI process, plan benefits, and claims, including the following:
 - Call center(s) should be open a minimum of ten hours per day during normal business hours in every time zone.
 - Toll-free access to customer service telephone line.
 - TTD or TTY services for the hearing impaired.
 - Translation line services for callers whose primary language is not English.
2. Provide toll-free fax line for customers.
3. Provide separate email addresses for EOI inquiries, claims inquiries, LTD benefits.
4. Provide assistance and guidance by phone and email on applying for Social Security Disability Income benefits for employees qualifying for long-term disability income.
5. Provide a secure website that enables the employee to complete documents online, track application and claims status, and review requirements related to applying for and continuing long-term disability income.

Task 6. Participant Education, Communications, and Open Enrollment Support

1. Provide online resources and tools for participants, including but not limited to: educational videos or brochures that explain how life insurance and long-term disability work, an explanation of the medical underwriting process, and coverage calculators to help participants estimate how much coverage they may need.
2. At the request of the County, provide support of the County's annual Open Enrollment effort. This may include Q&A sessions, webinars, and pre-recorded information videos.

EXHIBIT A-1**Plan Designs****Employer Group Life Insurance****Employee Basic Life**

General Information	Employee VBasic Life Basic Life/AD&D
Class I	
Class Definition	All Full-time and Part-time Active Employees work; excluding temporary, leased or seasonal employees Full Time working 30+ hrs/wk; Part Time 10 - 29 hrs/wk
Eligibility Waiting Period	None
Earnings Definition	Regular annual rate of pay excluding commissions, bonuses, etc.
Class II	
Class Definition	All non-seasonal temporary employees
Eligibility Waiting Period	1) None – If you previously met the eligibility requirements of the Employer as of the Policy Effective Date: or 2) After 1 year of employment and you averaged 20 work hours per week during the previous year – if You start working for the Employer after the Policy Effective Date. None
Earnings Definition	Regular annual rate of pay excluding commissions, bonuses, etc.
Class III & IV	
Class Definition	Class III All Full-time Active Employees who are county manager(s) Class IV All Full-time Active Employees who are County Attorney(s)
Eligibility Waiting Period	None
Earnings Definition	Regular annual rate of pay excluding commissions, bonuses, etc.
Maximums	
Life Benefit	Class I & II 1x annual earnings, rounded to next higher \$1,000 if not already a multiple thereof Class III & IV 2x annual earnings, rounded to next higher \$1,000 if not already a multiple thereof
Minimum Benefit	\$10,000
Maximum Benefit	Class I & II - Maximum \$500,000 Class III & IV - Maximum benefit \$1,000,000
Reductions	
Age Reduction Description - ADEA 1, 2 or SSNRA	None
Additional Information	
Accelerated Death Benefit (ABO)	80% to \$500,000; under age 70
Disability Extension Start	Prior to age 70; provided required premiums are paid
Disability Extension End	Earliest of: 1) The Policy terminates; 2) the required premium for coverage is due but not paid; 3) You attain Age 70; or 4) You are no longer in an Eligible Class, or the class is cancelled.
Portability	Included
Conversion	Included
AD&D	
Coverage Matches Basic Life Amount	Yes
Loss of Life	Included
Schedule of AD&D losses	Included
Seat belt	10% to \$10,000
Airbag	5% to \$5,000

EXHIBIT A-1

Repatriation	5% to \$5,000
Child Education	5% to \$5,000
Day Care	5% to \$5,000
Rehabilitation	5% to \$5,000
Spouse Education	5% to \$5,000
Adaptive Home and Vehicle	5% to \$5,000
Exposure & Disappearance	Included
Other Comments Regarding Plan Design	
Deferred Effective Date	Included
Continuity from Prior Policy	Included
Coverage Termination	Your coverage will end on the earliest of the following: 1) the date The Policy terminates; 2) the end of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class; 3) the end of the month following the date the premium payment is due but not paid; 4) the date Your Employer terminates Your employment; or 5) the date You are no longer Actively at Work; unless continued in accordance with any one of the Continuation Provisions
Continuation	Leave of Absence: 24 months after month in which leave commenced Military Leave of Absence: 24 weeks Lay Off: Last day of month following month of temporary Lay Off Sickness or Injury: 12 months FML 12 weeks / 26 weeks Severance: If Your employment terminates and continuation of life insurance is available to You in a severance plan Company Sponsored Family Leave: Up to 12 weeks of paid or unpaid leave sponsored by the Employer, all of Your coverage may be continued. Your coverage will continue until the earliest of: 1) the date The Policy terminates; 2) the date You become covered under another group life insurance policy; 3) the date specified in Your severance plan; or 4) end of the month in which your employment is severed.
Exclusions	AD&D: 1) intentionally self-inflicted Injury; 2) suicide or attempted suicide, whether sane or insane; 3) war or act of war, whether declared or not; 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority; 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician; 6) Injury sustained while committing or attempting to commit a felony; or 7) Injury sustained while Intoxicated
Benefits shown above are a summary; Contractor agrees to match language (Intent thereof) included in the plan/policy documents provided	

EXHIBIT A-1

Voluntary Life: Employees and their Dependents

Voluntary Life/AD&D for Employees and their Dependents	
General Information	
Class 1	
Class Definition	All Full Time and Part Time Active employees; Full Time working 30+ hrs/week; Part Time 10 - 29 hrs/week
Eligibility Waiting Period	None
Earnings Definition	Regular annual rate of pay excluding commissions, bonuses, etc.
Benefit - Employee	
Employee Life Benefit	.5, 1, 2, 3, 4, 5 times earnings, rounded to next higher \$1,000 if not already a multiple thereof
Minimum	\$10,000
Overall Max	\$1,000,000
GI Max	Lesser of 2x earnings or \$450,000, rounded to next higher \$1,000 if not already a multiple thereof
Does AD&D benefit match Life benefit	Yes
Benefit - Dependent	
Spouse Life Benefit	Increments of \$5,000 to a Maximum of \$250,000; not to exceed 50% of Employee Voluntary Life Amount
Spouse Life Benefit Maximum	\$250,000
Child Life Benefit	\$10,000
Child Age	Begin at Live Birth but under age 19 years; Age 25 if Full-time student Eligibility includes incapacitated children
GI Max	Spouse GI \$50,000; Child GI \$10,000
Does AD&D benefit match Life benefit	Yes
Enrollment	
Initial / Ongoing	Within 60 Days after becoming eligible / Within 60 days of the date of a change in Family Status EOI is required at Open Enrollment for all Increases
Reductions	
Age Reduction Description - ADEA 1, 2 or SSNRA	None
Additional Information	
Accelerated Death Benefit (ABO)	Under age 70; 80% to \$500,000
Disability Extension	If disabled prior to age 70, coverage may be continued for Employee and Dependents provided the required premium payments are made; until age 70 This does not apply to AD&D coverage
Portability	Included - Employee and Dependent
Conversion	Included
AD&D	
Loss of Life	Included
Schedule of AD&D losses	Included
Seat belt	10% to \$10,000
Airbag	5% to \$5,000
Repatriation	5% to \$5,000

EXHIBIT A-1

Child Education	5% to \$5,000
Day Care	5% to \$5,000
Rehabilitation	5% to \$5,000
Spouse Education	5% to \$5,000
Adaptive Home and Vehicle	5% to \$5,000
Exposure & Disappearance	Included
Other Comments Regarding Plan Design	
Deferred Effective Date	Included
Continuity from Prior Policy	Included
Coverage Termination	<p>Your coverage will end on the earliest of the following:</p> <ol style="list-style-type: none"> 1) the date The Policy terminates; 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class; 3) the date the premium payment is due but not paid; 4) the date Your Employer terminates Your employment; or 5) the date You are no longer Actively at Work; <p>unless continued in accordance with any one of the Continuation Provisions.</p> <p>Coverage for Your Dependent will end on the earliest to occur of:</p> <ol style="list-style-type: none"> 1) the date Your coverage ends; 2) the date the required premium is due but not paid; 3) the date You are no longer eligible for Dependent coverage; 4) the date We or the Employer terminate Dependent coverage; or 5) the date the Dependent no longer meets the definition of Dependent;
Continuation	<p>Leave of Absence: 24 months after month in which leave commenced</p> <p>Military Leave of Absence: 24 weeks</p> <p>Lay Off: Last day of month following month of temporary Lay Off</p> <p>FML 12 weeks / 26 weeks</p> <p>Dependent Children with Disabilities</p> <p>Supp Life continues to the end of the month following termination</p>
Exclusions	<p>Life Coverage: Suicide exclusion: 2 years</p> <p>AD&D Coverage:</p> <ol style="list-style-type: none"> 1) intentionally self-inflicted Injury; 2) suicide or attempted suicide, whether sane or insane; 3) war or act of war, whether declared or not; 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority; 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician; 6) Injury sustained while committing or attempting to commit a felony; or 7) Injury sustained while Intoxicated
Benefits shown above are a summary; Contractor agrees to match language (Intent thereof) included in the plan/policy documents provided	

EXHIBIT A-1

Retiree Basic Life

General Information	Basic Life
Definition of Retiree:	Retiree means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy, which states retiree is benefit eligible.
Class Definition	Class 1 - Retirees who have worked 30-40 hours Class 2 - Retiree who have worked 10-29 hours
Eligibility Waiting Period	None
Maximums	
Life Benefit	Class 1 - \$10,000 Class 2 - \$5,000
Reductions	
Age Reduction Description - ADEA 1, 2 or SSNRA	None
Additional Information	
Accelerated Death Benefit (ABO)	None
Life Disability Provision	None
Life disability provision description	None
Waiting period for waiver of premium	None
Portability	None
Conversion	Included
AD&D	
Coverage Matches Basic Life Amount	None
Loss of Life	N/A
Schedule of AD&D losses	N/A
Seat belt	N/A
Airbag	N/A
Repatriation	N/A
Child Education	N/A
Day Care	N/A
Rehabilitation	N/A
Spouse Education	N/A
Adaptive Home and Vehicle	N/A
Exposure & Disappearance	N/A
Other Comments Regarding Plan Design	
Deferred Effective Date	Included
Continuity from Prior Policy	N/A
Coverage Termination	Coverage will end on the earliest of the following: 1) the date The Policy Terminates; 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or 3) the required premium is due but not paid.
Continuation	N/A
Exclusions	N/A
Benefits shown above are a summary; Contractor agrees to match language (Intent thereof) included in the plan/policy documents provided	

EXHIBIT A-1

Retiree Voluntary Life

General Information	Voluntary Life
Definition of Retiree:	Retiree means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy, which states retiree is benefit eligible.
Class Definition	Retirees under age 65 Retirees age 65+
Eligibility Waiting Period	None
Maximums	
Life Benefit	Under age 65: Choice of \$10K, \$25K, \$50K, \$75K, \$100K, not to exceed coverage amount inforce as active employee Age 65 and older: Flat \$10K (for retiree who worked 30-40 hours); Flat \$5K (for retirees who worked 10-29 hours)
Reductions	
Age Reduction Description - ADEA 1, 2 or SSNRA	None
Additional Information	
Accelerated Death Benefit (ABO)	None
Life Disability Provision	None
Life disability provision description	None
Waiting period for waiver of premium	None
Portability	None
Conversion	Included
AD&D	
Coverage Matches Basic Life Amount	None
Loss of Life	N/A
Schedule of AD&D losses	N/A
Seat belt	N/A
Airbag	N/A
Repatriation	N/A
Child Education	N/A
Day Care	N/A
Rehabilitation	N/A
Spouse Education	N/A
Adaptive Home and Vehicle	N/A
Exposure & Disappearance	N/A

EXHIBIT A-1

Other Comments Regarding Plan Design	
Deferred Effective Date	Included
Continuity from Prior Policy	N/A
Coverage Termination	Coverage will end on the earliest of the following: 1) the date The Policy Terminates; 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or 3) the required premium is due but not paid.
Continuation	N/A
Exclusions	N/A
Benefits shown above are a summary; Contractor agrees to match language (Intent thereof) included in the plan/policy documents provided.	

Long Term Disability**Employee Voluntary Long-term Disability**

General Information	LTD
Employer Contribution (Base or Core)	Contributory for Employees
Pre-tax, Post-tax for contributory coverages	Post-Tax
Class I	
Class Definition	All Full-time and Part-time Active Employees excluding temporary, leased or seasonal employees Full Time working 30+ hrs/week; Part Time 10 - 29 hrs/week
Eligibility Waiting Period	None
Earnings Definition	Regular annual rate of pay excluding commissions, bonuses, etc.
Elimination Period (EP)	365 Days If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are equal to or greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first. For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer. Salary continuance plan managed by County in place during the elimination period.
Basic Benefit %	60.00%
Basic Max Benefit	\$10,000
Min Mo Benefit	\$100 / 10%
Own Occupation	2 years and earnings are less than 80% of pre-disability earnings

EXHIBIT A-1

Additional Information	
Benefit Duration	Normal Retirement Age
Residual during elimination period	Included
COLA	Not Included
Social Security Offsets	Family
Arlington County retirement system Offsets	Included
Survivor Benefit	3x
Individual Conversion Available	Not Included
Recurrent Disability	Less than 1/2 the number of days of EP
Return to work Incentive	Disabled and working after EP, Earnings not offset unless they exceed 100% of pre-disability earnings
Limitations	
Pre-Existing Condition Provision	Exclusion 3/12
Mental Illness Limitation	24 Month benefit limitation per lifetime mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association; The limitation will not apply if at the end of the 24 month period, the claimant is confined for treatment.
Alcohol and Substance Abuse Limitation	24 Month benefit limitation per lifetime The limitation will not apply if at the end of the 24 month period, the claimant is confined for treatment.
Self-reported Symptoms	No Limitation
Other Comments Regarding Plan Design	
EAP	Not Included
Family Care Credit	Included
Workplace Modification	Included
Enrollment period	60 days
Deferred Effective Date	Included
Termination of Payment	Benefit payments will stop on the earliest of: 1) the date You are no longer Disabled; 2) the date You fail to furnish Proof of Loss; 3) the date You are no longer under the Regular Care of a Physician; 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional; 5) the date of Your death; 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition; 7) the last day benefits are payable according to the Maximum Duration of Benefits Table; 8) the date Your Current Monthly Earnings: a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation; 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try: a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;

EXHIBIT A-1

	b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
Termination of Coverage	Your coverage will end on the earliest of the following: 1) the end of the month following the date The Policy terminates; 2) the end of the month following the date The Policy no longer insures Your class; 3) the end of the month following the date premium payment is due but not paid, subject to the Grace Period; 4) the last day of the period for which You make any required premium contribution, subject to the Grace Period; 5) the end of the month following the date Your Employer terminates Your employment; or 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason; unless continued in accordance with any of the Continuation Provisions.
Continuation	Leave of Absence: Last day of month following month in which the leave commenced Military Leave of Absence: 12 weeks Lay Off: Last day of month following month of temporary Lay Off FML: up to 12 weeks, or 26 weeks if qualified for Family Military Leave
Exclusions	The Policy does not cover, and We will not pay a benefit for, any Disability: 1) unless You are under the Regular Care of a Physician; 2) that is caused or contributed to by war or act of war, whether declared or not; 3) caused by Your commission of or attempt to commit a felony; 4) caused or contributed to by Your being engaged in an illegal occupation; or 5) caused or contributed to by an intentionally self-inflicted injury.
Benefits shown above are a summary; Vendor agrees to match language (Intent thereof) included in the plan documents provided	

Optional LTD Plan that may be implemented under this contract, at the County's sole discretion, to replace employee voluntary LTD (above) if the County secures funding through its budget process:

General Information	LTD
Employer Contribution (Base or Core)	Core plan Employer Paid 50% / Buy-Up to 60% Employee Paid
Pre-tax, Post-tax for contributory coverages	Pre tax Core / Post tax Buy-up
Class I	
Class Definition	All Full-time and Part-time Active Employees work; excluding temporary, leased or seasonal employees Full Time working 30+ hrs/week; Part Time 10 - 29 hrs/week
Eligibility Waiting Period	None
Earnings Definition	Regular monthly rate of pay excluding commissions, bonuses, etc.

EXHIBIT A-1

Elimination Period (EP)	90 days
Basic Benefit:	50% Core plan; 60% Buy-up plan
Min Mo Benefit	\$100 / 10%
Own Occupation	12 Month Own Occupation
Additional Information	
Option 1 Benefit Duration	Core Plan 5 years; Buy-up Plan Age 65 Duration
Residual during elimination period	Included
COLA	Not Included
Social Security Offsets	Family
Arlington County retirement system Offsets	Included
Survivor Benefit	3x
Individual Conversion Available	Not Included
Recurrent Disability	Less than 1/2 the number of days of EP
Return to work Incentive	Disabled and working after EP, Earnings not offset unless they exceed 100% of pre-disability earnings
Limitations	
Pre-Existing Condition Provision	Exclusion 3/12
Mental Illness Limitation	24 Month Limitation; mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. This limitation will not apply if at the end of the 24 month period, the claimant is confined for treatment.
Alcohol and Substance Abuse Limitation	24 Month Limitation; This limitation will not apply if at the end of the 24 month period, the claimant is confined for treatment.
Self-reported Symptoms	No Limitation
Other Comments Regarding Plan Design	
EAP	Not Included
Family Care Credit	Included
Workplace Modification	Included
Enrollment period	60 days
Deferred Effective Date	Included

EXHIBIT A-1

Termination of Payment	<p>Benefit payments will stop on the earliest of:</p> <ol style="list-style-type: none"> 1) the date You are no longer Disabled; 2) the date You fail to furnish Proof of Loss; 3) the date You are no longer under the Regular Care of a Physician; 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional; 5) the date of Your death; 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition; 7) the last day benefits are payable according to the Maximum Duration of Benefits Table; 8) the date Your Current Monthly Earnings: <ol style="list-style-type: none"> a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation; 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try: <ol style="list-style-type: none"> a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation; b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
Termination of Coverage	<p>Your coverage will end on the earliest of the following:</p> <ol style="list-style-type: none"> 1) the end of the month following the date The Policy terminates; 2) the end of the month following the date The Policy no longer insures Your class; 3) the end of the month following the date premium payment is due but not paid, subject to the Grace Period; 4) the last day of the period for which You make any required premium contribution, subject to the Grace Period; 5) the end of the month following the date Your Employer terminates Your employment; or 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason; <p>unless continued in accordance with any of the Continuation Provisions.</p>
Continuation	<p>Leave of Absence: Last day of month following month in which the leave commenced</p> <p>Military Leave of Absence: 12 weeks</p> <p>Lay Off: Last day of month following month of temporary Lay Off</p> <p>FML: up to 12 weeks, or 26 weeks if qualified for Family Military Leave</p>

EXHIBIT A-1

Exclusions

The Policy does not cover, and Contractor will not pay a benefit for, any Disability:
1) unless You are under the Regular Care of a Physician;
2) that is caused or contributed to by war or act of war, whether declared or not;
3) caused by Your commission of or attempt to commit a felony;
4) caused or contributed to by Your being engaged in an illegal occupation; or
5) caused or contributed to by an intentionally self-inflicted injury.

Benefits shown above are a summary; Contractor agrees to match language (Intent thereof) included in the plan documents provided

EXHIBIT B**CONTRACT PRICING****Life Insurance****Employee Basic Life**

	Rate per \$1,000 of Coverage	Rate Guarantee
Employee Basic Life -- All Classes	\$0.090	through 06/30/2028
Basic Life AD & D – All Classes	\$0.019	through 06/30/2028

Employee Voluntary Life

Employee Age	Tobacco User	Non-Tobacco User	Rate Guarantee
	Rate per \$1,000 of Coverage	Rate per \$1,000 of Coverage	
<25	\$0.048	\$0.037	through 06/30/2028
25-29	\$0.048	\$0.037	
30-34	\$0.064	\$0.048	
35-39	\$0.085	\$0.053	
40-44	\$0.133	\$0.069	
45-49	\$0.202	\$0.101	
50-54	\$0.346	\$0.181	
55-59	\$0.575	\$0.298	
60-64	\$0.878	\$0.458	
65-69	\$1.692	\$0.878	
70-74	\$2.746	\$1.421	
75+	\$2.746	\$1.421	
AD&D	\$0.025	\$0.025	

Spouse Voluntary Life

Spouse Age	Rate per \$1,000 of Coverage	Rate Guarantee
	Rate per \$1,000 of Coverage	
<25	\$0.051	through 06/30/2028
25-29	\$0.043	
30-34	\$0.051	
35-39	\$0.068	
40-44	\$0.111	
45-49	\$0.162	
50-54	\$0.290	
55-59	\$0.478	
60-64	\$0.734	
65-69	\$1.356	

EXHIBIT B

70-74	\$2.244
75+	\$3.668
AD&D	\$0.025

Child Voluntary Life

Child Age	Rate Per \$1,000 Of Coverage	Rate Guarantee
Birth – Age 19, or 25 if full-time student	\$0.510	through 06/30/2028
AD&D	\$0.025	through 06/30/2028

Retiree Basic Life

Retiree Age	Rate Per \$1,000 Of Coverage	Rate Guarantee
All Classes	\$2.090	through 06/30/2028

Retiree Voluntary Life

Retiree Age	Rate Per \$1,000 Of Coverage	Rate Guarantee
All Classes	\$1.451	through 06/30/2028

Long Term Disability**Employee Voluntary Long-term Disability**

Employee Age	Rate per \$100 of Monthly Coverage Payroll	Rate Guarantee
<25	\$0.065	through 06/30/2027
25-29	\$0.079	
30-34	\$0.123	
35-39	\$0.216	
40-44	\$0.330	
45-49	\$0.495	
50-54	\$0.624	
55-59	\$0.725	
60-64	\$0.653	
65-69	\$0.510	
70-74	\$0.510	
75+	\$0.510	

EXHIBIT B

Optional LTD Benefit Plan Pricing : Employer Core Benefit of 50% Salary LTD / Employee Buy-Up to 60%; contingent upon the County securing budget appropriations.

Employee Age	Employer Core Benefit 50% of Salary	Employee Buy-up to 60% Salary	Rate Guarantee
	Rate per \$100 of Monthly Coverage Payroll	Rate per \$100 of Monthly Coverage Payroll	
<25	\$0.106	\$0.051	through 06/30/2027
25-29	\$0.106	\$0.064	
30-34	\$0.106	\$0.102	
35-39	\$0.106	\$0.179	
40-44	\$0.106	\$0.254	
45-49	\$0.106	\$0.372	
50-54	\$0.106	\$0.467	
55-59	\$0.106	\$0.438	
60-64	\$0.106	\$0.199	
65-69	\$0.106	\$0.180	
70-74	\$0.106	\$0.180	
75+	\$0.106	\$0.180	

Rate Assumptions for Life and LTD products:

- 20% participation;
- rerate if eligible lives changes +/- 10%.

EXHIBIT D**NONDISCLOSURE AND DATA SECURITY AGREEMENT**
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of The Hartford ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-HRD-RFP-608 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner identifies an individual, including, but not limited to, his/her ("his") treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project or where permitted or required by applicable law. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall reasonably coordinate with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

EXHIBIT D

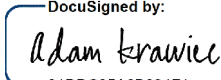
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a Contractor-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer within 48 hours upon confirmation of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement that triggers notification under applicable data breach notification law. The Contractor will reasonably cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of an actual breach if requested and required by applicable law.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
91DDC95A6B034F1...

Printed Name and Title: Adam Krawiec, VP of Customer & Broker Services _____

Date: 3/4/2024 _____

EXHIBIT D**NONDISCLOSURE AND DATA SECURITY AGREEMENT**
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-HRD-RFP-608 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-

EXHIBIT D

standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____