

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Granular Insurance, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its administration and placement of an excess loss insurance policy; and,

WHEREAS, CONTRACTOR is willing to provide such services to COUNTY on the terms and conditions set forth in this AGREEMENT and the terms and conditions of the excess loss insurance policy attached as Exhibit A.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the insurance policy attached as Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibit, all of which are incorporated into this Agreement by this reference:

Exhibit A Excess Loss Insurance Policy

The term of this Agreement shall be from January 1, 2022, and shall continue through December 31, 2022.

The compensation payable to CONTRACTOR hereunder shall be as stated in the Excess Loss Policy (Exhibit A) attached to and made part of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle **12/03/2021**
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 0715

Line Item: 862101

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: SEE ATTACHED
SIGNATURE PAGE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:
Granular Insurance

269 East Grand Ave

South San Francisco, CA. 94080

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: **12/06/2021**

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: **12/03/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher
Deputy CEO

Date: **12/03/2021**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SEE ATTACHED

SIGNATURE PAGE

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: 0715 _____

Line Item: 862101 _____

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: ^{DocuSigned by:} Robert Howard
7F968972BD0B42A
Date: 11/30/2021

NAME AND ADDRESS OF CONTRACTOR:

Granular Insurance _____

269 East Grand Ave _____

South San Francisco, CA. 94080 _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used to perform the services or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal and state laws, including but not limited to prevailing wage laws and regulations and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees if requested by COUNTY, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

3. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, codes and regulations of governmental agencies, including federal and state governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

4. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "A" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit A. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit A.

5. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

6. **DOCUMENTS AND MATERIALS:** Neither CONTRACTOR nor COUNTY grants any copyright or other use rights in any proposals, plans, reports, claims information and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement and exchanged under this Agreement (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
7. **PRIVACY AND SECURITY:** CONTRACTOR and COUNTY acknowledge and agree that, as of the effective date, the COUNTY'S placement of an excess loss insurance policy with CONTRACTOR does not create a business associate relationship between CONTRACTOR and COUNTY. Further, the parties acknowledges that the current CONTRACTOR's services are not performed for or on behalf of any covered entity and, as such, a business associate contract or other arrangement pursuant to 45 CFR § 164.504(e) (collectively, "BAA") between CONTRACTOR and COUNTY is not necessary. As used herein, the phrases "business associate" and "covered entity" shall have the meaning set forth within the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto (collectively, "HIPAA"). Taking into consideration the foregoing with regard to applicability of HIPAA, both parties will perform their respective activities in compliance with applicable laws, including relevant data protection laws, taking into account any adjustments and/or waivers to applicable laws enacted by local, state, or federal governmental authorities. In the event that either (1) the nature of the relationship between the parties changes in the future such that a business associate relationship between CONTRACTOR and COUNTY is created under HIPAA, (2) the federal Office of Civil Rights for the U.S. Department of Health and Human Services determines that a business associate relationship exists, or (3) any additional information surfaces that otherwise alters the positions described in this Section with regard to applicability of HIPAA, the parties will revisit these issues, including, without limitation, the need for a BAA.
8. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
9. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices to COUNTY shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days

after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Notices to CONTRACTOR shall be given by electronic mail.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office, Health Benefits Administration
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Assistant Chief Executive Officer

To CONTRACTOR: Granular Insurance
269 East Grand Avenue
South San Francisco, CA. 94080
ATTN: Mike Munroe
Email: mikemunroe@verily.com
For legal notices: verily-counsel@google.com

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address, facsimile number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

10. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
- a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

12. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

13. **AUDITS; ACCESS TO RECORDS:** Upon request from the COUNTY, and within reasonable time following the request, CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY. Upon reasonable request, CONTRACTOR shall furnish to the COUNTY, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the payments between CONTRACTOR and COUNTY in the performance of this Agreement. The CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed,

whichever is later. Upon request, and within a reasonable time after the COUNTY makes such a request, the CONTRACTOR shall provide the COUNTY with reasonably requested documents to allow COUNTY to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY.

14. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
15. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
16. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
17. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and the Exhibit, the provisions in the Exhibit shall control.
18. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
19. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties; provided that, the renewal of the insurance policy attached as Exhibit A will modify the Agreement to include the terms and conditions of any such renewed

insurance policy without a writing signed by authorized representatives of both parties.

20. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Documents and Materials (Paragraph 6), and Conflict of Interest (Paragraph 8), shall survive termination or expiration for two (2) years.
21. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
22. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right.

23. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

24. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

25. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in

accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal and State laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; or (c) pursue any and all other remedies at law or in equity.

26. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

GENERAL FIDELITY LIFE INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
getcoefficient.com

STOP LOSS INSURANCE POLICY

SCHEDULE OF INSURANCE

In the event of a conflict between this SCHEDULE OF INSURANCE and the Policy, the SCHEDULE OF INSURANCE will control.

Policy Number: 2022-011-CA

Policyholder: County of Mendocino

Principal Address: 501 Low Gap Road, Room #1010
Ukiah, CA 95482

Subsidiaries and Associated Entities to be included in the Policy coverage:
None

Policy Term 01/01/2022 through 12/31/2022

Claim Administrator(s): Anthem
Eric Endahl
11030 White Rock Road
Rancho Cordova, CA 95670

Cost Containment Vendor: Anthem
Eric Endahl
11030 White Rock Road
Rancho Cordova, CA 95670

Prescription Benefit Manager: Express Scripts
Wendy Lamaestra
7909 S Hardy Dr., Ste 106 West
Tempe, AZ 85284

Provider Network(s): Blue Cross PPO (Prudent Buyer) Network
California

Referenced Based Pricing Vendor: None

Covered Units (initial enrollment):

Employee
Employee & Family

Other groups considered as covered Employees:

COBRA Continuees
Disabled Employees
Employees not Actively at Work

STOP LOSS INSURANCE:

A. SPECIFIC COVERAGE SCHEDULE Yes X No _____

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

1. Incurred and Paid Period (Benefit Basis):

Eligible Claims Expenses Incurred from 01/01/2021 through 12/31/2022 and Paid from 01/01/2022 through 12/31/2022

2. Specific Eligible Claims Expenses Include:

Medical	Yes
Vision	No
Dental	No
Prescription Drug Plan	Yes

3. **Specific Attachment Point** per Covered Person:

Covered Person	\$250,000.00	100%
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4. **Specific Payable Percentage:** 100%

5. **Maximum Specific Benefit Limits** (in excess of the Specific Attachment Point)

- a) Specific Reimbursement Percentage Payable after Specific Attachment Point: 100%
- b) Specific Annual Maximum Reimbursement per Covered Person: Unlimited
- c) Specific Lifetime Maximum Limit per Covered Person: Unlimited
- d) Maximum Limit of Liability: Unlimited

6. Special Risk Limitations. Covered Persons subject to the Alternate Specific Attachment Point (separate from item 3 above) and shown below:

Covered Person/Identifier	Alternate Specific Attachment Point
818-01854 / 818-01466	\$400,000/\$500,000

Other Limitations:

Retirees Included: Yes _____ No X

B. AGGREGATE COVERAGE SCHEDULE Yes X No _____

For all Eligible Claims Expenses except those to which any Other Limitation applies:

1. Incurred and Paid Period (Benefit Basis):

Eligible Claims Expenses Incurred from 01/01/2021 through 12/31/2022 and Paid from 01/01/2022 through 12/31/2022

2. Aggregate Eligible Claims Expenses include:

Medical	Yes
Vision	No
Dental	No
Prescription Drug Plan	Yes

3. **Annual Aggregate Attachment Point:** \$20,597,663.00 125%

4. **Aggregate Payable Percentage :** 100%

5. **Minimum Annual Aggregate Attachment Point:** \$18,537,896.00

6. Maximum Aggregate Reimbursement (per Policy Term): \$1,000,000.00

7. Monthly Aggregate Factors per Covered Unit

<u>Covered Unit</u>	<u>Monthly Expected Claims</u>
Employee	\$896.06
Employee & Family	\$1,938.48

8. Other Limitations:

Retirees Included: Yes _____ No X

C. Premium

Premium Due and Payable: the 1st day of each month, subject to Grace Period

Specific Premium Rate per Policy Month per Covered Unit:

Employee	\$84.62
Employee & Family	\$183.07

Aggregate Premium Rate per Policy Month per Covered Unit:

Employee	\$1.45
Employee & Family	\$1.45

The Specific Premium Rate per Policy Month and the Aggregate Premium Rate per Policy Month per Covered Unit only apply to the Policy Term on page 1 of this Schedule.

D. Endorsements attached to this Policy:

The following endorsement(s) are included:

Advanced Funding Endorsement

Renewal Rate Cap Endorsement

GENERAL FIDELITY LIFE INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
getcoefficient.com

STOP LOSS INSURANCE POLICY

Policyholder: County of Mendocino

Policy Number: 2022-011-CA

Policy Term 01/01/2022 through 12/31/2022

All insurance begins at 12:00 a.m. and ends at 11:59 p.m. local time at the Policyholder's address as shown in the Schedule of Insurance.

This Policy is governed by the laws of the jurisdiction in which it is issued.
Policy Issued In: California

In consideration of the Application made by the Policyholder (referred to as the Policyholder, You, or Your) and the payment of premiums due in accordance with the terms of this Policy, General Fidelity Life Insurance Company (referred to as the Company, We, Us, or Our) agrees to pay benefits as described herein in accordance with the terms, provisions, and Limitations and Exclusions as explained in this Policy. This Policy provides benefits to the Policyholder when Eligible Claims Expenses, which are Paid by the Policyholder through the covered underlying Plan(s), exceed the levels defined in this Policy and the Schedule of Insurance. The benefits of this Policy and the terms and conditions that apply to this Policy are explained herein.

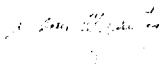
This is a Stop Loss Policy. The Policyholder or Claim Administrator are responsible for making employee benefit Plan determinations. General Fidelity Life Insurance Company has no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Policyholder's Plan. **This Policy insures the Policyholder only and does not provide coverage for any individual insured under the Policyholder's Plan.**

General Fidelity Life Insurance Company has relied upon the information disclosed by the Policyholder in the Application regarding the Policyholder's self-funded employee welfare benefit plan and persons eligible for benefits under that Plan in order to issue this Policy.

This Policy may be renewed for subsequent Policy Terms in accordance with the renewal terms outlined in this Policy. Such renewal may be subject to revisions in the terms and conditions of coverage under this Policy.

**THIS POLICY IS A LEGAL CONTRACT.
PLEASE REVIEW YOUR POLICY CAREFULLY.**

Signed for General Fidelity Life Insurance Company by



Dennis M. Weinberg, CEO

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Attachments at Issue:

SL-APP-0320	Application
SL-SCH-0320	Schedule of Insurance
SL-ADF-0320	Advanced Funding Endorsement
SL-RRC-0320	Renewal Rate Cap Endorsement

SECTION 1 – DEFINITIONS

The definitions of terms apply wherever the terms are used anywhere in this Policy.

Actively at Work means an employee, associate or member is employed by the Policyholder, and is capable of performing his regular duties for the full number of hours and at the full rate of compensation as set by the Policyholder's employment practices, either at one of the individual's usual places of business or at some other location to which the Policyholder business requires the individual to travel. Any person who is absent from work due to a regularly scheduled vacation, holiday, or Policyholder approved paid leave of absence will be considered to be Actively at Work.

Alternate Specific Attachment Point means a separate Specific Attachment Point for the Covered Persons identified under Special Risk Limitations in the Schedule of Insurance, which You must retain before any Specific Coverage benefits become payable under this Policy with respect to those Covered Persons.

Aggregate Coverage means the benefit provided by Us to You under this Policy for reimbursement of Eligible Claims Expenses that exceed the Annual Aggregate Attachment Point.

Annual Aggregate Attachment Point means the amount of Eligible Claims Expenses covered under this Policy that are wholly retained by You, before an Aggregate Coverage benefit will be paid to You.

It is the greater of:

1. the sum of Monthly Aggregate Attachment Points for each month of the Policy Term, determined by multiplying the total number of Covered Units by the Monthly Aggregate Factor amounts; or
2. the Minimum Annual Aggregate Attachment Point shown in the Application and Schedule of Insurance.

Benefit Period means the time period as shown in the Schedule of Insurance that identifies the time period during which Eligible Claims Expenses must be Incurred by a Covered Person and Paid by You, as applicable, to be eligible for reimbursement under this Policy. This period does not alter the Policy's effective date or Policy Term, but includes any Run-In or Run-Out Periods shown in the Schedule of Insurance.

Claim Administrator means the firm or person, shown in the Schedule of Insurance, that has entered into a written agreement with You to pay claims for Your Plan. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent.

Cost Containment Vendor means a third party separate from the Claim Administrator contracted by You to reduce or control the cost of services or supplies provided to Covered Persons under the Plan. The Cost Containment Vendor is shown in the Schedule of Insurance.

Covered Person means a person who meets the terms and conditions of eligibility for coverage set forth in Your Plan, who is enrolled, covered, and for whom required premium contributions to the Plan have been made.

Covered Service means any service, supply or treatment for which the Covered Person has Incurred an Eligible Claims Expense during the Benefit Period and for which benefits are payable through the Plan.

Covered Unit means a category of participants under Your Plan as shown in the Schedule of Insurance. Covered Unit will be used for the purposes of determining the premiums payable by You or the Annual Aggregate Attachment Point or the Monthly Aggregate Attachment Point.

Eligible Claims Expense(s) means an expense Incurred for a Covered Service under the terms of the Plan, which You or Your Claim Administrator have Paid for a Covered Person.

This term does not include an expense:

1. Not specifically included under the terms of the Plan;
2. Excluded under the terms of the Plan;
3. Excluded under the terms of this Policy, or shown in Special Risk Limitations;
4. Paid but subsequently recovered by You from any third party; or
5. That exceeds the Maximum Allowable Charge.

Eligible Claims Expenses will also include the following fees Incurred and Paid for a Covered Person by the Policyholder with respect to:

1. Hospital bill audits;
2. Access to Provider Networks, excluding access fees paid as a monthly per Covered Person fee;
3. Access to transplant Provider Networks;
4. Negotiation of out-of-network bills;
5. Claims repricing;
6. Cost Containment Vendors; or
7. State Health Care Surcharges.

You must demonstrate to Our reasonable satisfaction that the services that generated the fees resulted in a cost savings to the Plan and Us. We will consider the actual fees paid by You to be an Eligible Claims Expense, subject to a maximum amount on such fees equal to 25% of cost savings to the Plan.

Experimental or Investigational means medical services, supplies or treatments that meet the Plan's definition of Experimental or Investigational, but only if We have agreed to accept that definition, in writing on or before the first day of the Policy Term.

Family means an employee and the eligible dependents of such person who are covered, or who become eligible for coverage in Your Plan.

Incurred means the date on which services, supplies, or treatment for an Eligible Claims Expense were provided to a Covered Person under Your Plan.

Key Policy Factors means, as applicable, the Specific Premium Rate per Policy month per Covered Unit, the Monthly Aggregate Factors per Covered Unit, and the Specific Attachment Point(s), as shown in the Schedule of Insurance.

Material Change means any amendment or change in Your business that may result in an adverse effect, financial or economic, effect on Our liability or risk under this Policy. A Material Change includes a change to any of the following:

1. The Plan description, eligibility requirements, limitations or exclusions, and any amendments or addendums thereto;
2. The Claim Administrator;
3. The Cost Containment Vendor;
4. The Prescription Benefit Manager;
5. The Provider Network;
6. An increase or decrease in the number of Covered Persons that exceeds 15 % of the Covered Units shown in the Schedule of Insurance;
7. Your insolvency, filing for bankruptcy, or inability to pay general obligations or obligations under the Plan; or
8. A merger, acquisition, change of ownership, or similar transaction involving You or any of the subsidiaries or associated entities named in the Schedule of Insurance.

Maximum Allowable Charge means charges that meet the definition of Reasonable and Customary under Your Plan, but only if We have agreed to accept that definition in writing on or before the first day of the Policy Term.

Medically Necessary means a medical treatment, service, device, drug, or supply that meets the definition of Medically Necessary under Your Plan, but only if We have agreed to accept that definition in writing on or before the first day of the Policy Term.

Minimum Annual Aggregate Attachment Point means the amount shown in the Schedule of Insurance which is the minimum amount of Eligible Claims Expenses for the Policy Term that You must retain before We reimburse you for any Benefits You Paid under the Plan.

Monthly Aggregate Attachment Point means the Monthly Aggregate Factor multiplied by the number of Covered Units reported by You or Your Claim Administrator at the start of the Policy month.

Monthly Aggregate Factor means the factor shown in the Schedule of Insurance that is multiplied by the number of Covered Units for each Policy month, and used in calculating the Annual Aggregate Attachment Point.

Monthly Expected Claims means the amount of expected claims per month per Covered Unit. The initial Monthly Expected Claims are as shown in the Schedule of Insurance. We will recalculate the Monthly Expected Claims on the effective date of any Material Change.

Paid means the date Eligible Claims Expenses have been processed and approved for payment by the Policyholder or the Policyholder's Claim Administrator in accordance with the Policyholder's or Claim Administrator's standard business practices, and funds have been disbursed by the Policyholder or the Claim Administrator for payment of the claim expenses to a Covered Person or Provider. Disbursement is considered to have occurred when the draft or check is mailed, or the wire or other legal electronic transfer of funds has been issued by You to the payee.

In addition, the account upon which payment is drawn must contain sufficient funds on the date the check, draft, wire, or other electronic transfer is issued to permit the check, draft, wire, or other

electronic transfer to be honored by the institution upon which it is drawn in order for an expense to be considered Paid. If for any reason a draft or check is voided or returned, or a wire or electronic transfer is not honored, the expense will not be considered Paid.

Prescription Benefit Manager means a third party separate from the Claim Administrator contracted by You to administer the prescription drug benefit program under Your Plan. The Prescription Benefit Manager is shown in the Schedule of Insurance.

Plan means a self-funded, written employee welfare benefit plan which the Policyholder provides for Covered Persons and their eligible dependents, and which has been provided to Us prior to issuing this Policy for the purpose of determining Our liability.

Policy means this Stop Loss Insurance Policy issued by the Company to the Policyholder.

Policyholder, You and Your means the Policyholder shown on the face page of this Policy.

Policy Term means the time period shown on the face page of this Policy and the Schedule of Insurance, unless coverage terminates earlier in accordance with the Termination provision of this Policy.

Prescription Drug Plan means either a benefit provision of the Plan or a separate benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses.

Provider means any hospital, physician or other person or facility that is licensed and operating within the scope of that license to provide health care services.

Provider Network means a list of the doctors, other health care Providers, and hospitals that a plan has contracted with to provide medical care to its members.

Specific Annual Maximum Reimbursement means the maximum amount of Eligible Claims Expenses We will apply towards the Specific Coverage for a Covered Person during the Benefit Period. The Specific Annual Maximum Limit is shown in the Schedule of Insurance.

Specific Payable Percentage means the percentage of Eligible Claims Expense We will consider eligible for reimbursement after the application of the Specific Attachment Point subject to any Specific Risk Limitation.

Specific Coverage means benefits provided by Us to You under this Policy for reimbursement of Eligible Claims Expenses that exceed the Specific Attachment Point(s).

Specific Attachment Point means the amount of Eligible Claims Expense which must be Incurred by a Covered Person and Paid under the Plan which is wholly retained by You, and which must be met before benefits are reimbursable under the Specific Coverage of this Policy, as shown on the Schedule of Insurance.

Specific Lifetime Maximum Limit means the maximum amount of Eligible Claims Expense We will apply towards the Specific Coverage benefit for a Covered Person during the Covered Person's lifetime. The Specific Lifetime Maximum Limit is shown in the Schedule of Insurance.

SECTION 2 – INSURANCE COVERAGE

A. Specific Coverage

Subject to all the terms, conditions and limitations of this Policy and any attached endorsements, We will pay You a Specific Coverage benefit as it becomes due for claims for Eligible Claims Expenses in excess of the Specific Attachment Point. All claims are subject to Our Claim Audit provision under Section 8, Claims.

When Benefits Will be Paid.

Upon acceptance of acceptable Proof of Loss as described in Section 8, Claims, and subject to all terms, conditions and limitations of this Policy, We will reimburse You for Eligible Claims Expenses that are:

1. Incurred while the Plan is in force;
2. Paid on behalf of a Covered Person according to the terms of the Plan; and
3. Incurred and Paid during the Benefit Period shown in the Schedule of Insurance.

Amount of Benefits Payable.

Subject to the Maximum Specific Benefit Limit(s) shown in the Schedule of Insurance, the Specific Coverage benefit payable shall be equal to the product of:

1. The Specific Payable Percentage, multiplied by
2. The Eligible Claims Expenses Paid to or on behalf of a Covered Person under the Plan during the Benefit Period that exceeds the Specific Attachment Point.

To Whom Benefits Will be Paid.

Specific Coverage benefits will be paid directly to You or Your designated representative. We will not make payment to any Covered Person, Provider or anyone other than You or Your designated representative.

B. Aggregate Coverage

Subject to all the terms, conditions and limitations of this Policy and any attached endorsements, We will reimburse You for Eligible Claims Expenses that exceed the Annual Aggregate Attachment Point. All claims are subject to Our Claim Audit.

When Benefits will be Paid.

Upon acceptance of Proof of Loss, and subject to all terms, conditions and limitations of this Policy, We will reimburse You for Eligible Claims Expenses under Aggregate Coverage after the end of the Benefit Period, provided the Annual Aggregate Attachment Point for claims Paid, as described below, is satisfied. Eligible Claims Expenses must be:

1. Incurred while the Plan is in force;
2. Paid on behalf of a Covered Person according to the terms of the Plan; and
3. Incurred and Paid during the Benefit Period shown in the Schedule of Insurance.

Amount of Benefits Payable.

The Aggregate Coverage benefit payable shall be equal to the product of:

1. The Aggregate Payable Percentage, multiplied by
2. The amount of Eligible Claims Expenses, paid by you, less, the Annual Aggregate Attachment Point for the Benefit Period.

The following are not considered Eligible Claims Expenses under Aggregate Coverage and are not eligible for reimbursement:

1. Benefits payable or paid under any Specific Coverage issued to You by Us or any policy issued by another insurer providing the same or similar coverage; or
2. Eligible Claims Expenses in excess of any Specific Attachment Point.

The Aggregate Payable Percentage and Benefit Period is shown in the Schedule of Insurance. In no event will We reimburse You more than the Maximum Aggregate Reimbursement as shown in the Schedule of Insurance.

To Whom Benefits will be Paid.

Aggregate Coverage benefits will be paid directly to You or Your designated representative. We will not make payment to any Covered Person, Provider or anyone other than You or Your designated representative.

SECTION 3 – EXCLUSIONS AND LIMITATIONS

If You or Your Claim Administrator fails to disclose to Us any medical condition representing a Material Change of a Covered Person known to You or Your Claim Administrator at the time Application is made for this Policy, or who later becomes eligible for benefits under Your Plan:

1. We will not reimburse You for any Benefits Paid related to the illness or condition that was required to be disclosed; and
2. Such Benefits Paid under the Plan may not be used to satisfy the Specific Attachment Point for such Covered Person; and
3. Such Benefits Paid under the Plan may not be used to satisfy the Aggregate Attachment Point.

The following are not Eligible Claims Expenses regardless of whether such expenses are paid under the Plan, and are not eligible for reimbursement under this Policy:

1. Any portion of an expense which You are not obligated to pay under the Plan, or which is reimbursable to You pursuant to or because:
 - a. Other insurance is liable;
 - b. Another group health benefit program is liable;
 - c. The Covered Person is covered under, or eligible for, Medicare, the Railroad Retirement Program, or any similar federal, state or local program or statute;
 - d. Services or supplies for the treatment of an occupational injury or sickness which are paid under any Workers' Compensation, occupational disease law or similar law;
 - e. Any coordination of benefits or non-duplication of benefits provision of the Plan; or
 - f. The Covered Person was not covered by, or not yet eligible to be covered by, Your Plan.
2. Expenses covered by Plan changes made prior to Our approval of these changes;
3. An amount which is Paid by the Policyholder in excess of the amount a Provider of hospital, surgical or medical services bills a participant for a Covered Service, unless required by a negotiated fee agreement.
4. Benefits paid under the Plan which are in excess of Maximum Allowable Charges;
5. Benefits paid under the Plan that result from any treatment, service or supply that is not Medically Necessary.
6. Expenses associated with the administration of the Plan including, but not limited to, claim

- payment fees, Preferred Provider Organization (PPO) access fees, premium functions, medical review and consultant fees, any tax liability, interest, or penalty imposed by any regulatory or taxing authority.
7. Expenses paid by You or the Claim Administrator relating to any litigation concerning the Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages.
 8. Expenses Incurred by any Covered Person, or expenses Paid by the Plan for a Covered Person who is covered under or eligible to be covered under COBRA:
 - a. whose continuation of coverage was not offered in accordance with COBRA regulations or any amendments thereto;
 - b. whose coverage under COBRA is continued beyond the timeframes specified by federal law for any reason including clerical error of the Policyholder;
 - c. who do not receive a valid COBRA extension offer within the required number of days following the date of notice of a COBRA qualifying event;
 - d. who fail to make a valid, signed COBRA election within the required number of days following the receipt of COBRA election rights from the Policyholder; or
 - e. who fail to remit COBRA premium within the minimum periods specified by federal law.
 9. Benefits paid for expenses for medical services, supplies, or treatment received outside of the United States except in an emergency, and only if otherwise covered by Your Plan.
 10. Expenses Incurred for any illness or injury resulting from war or an act of war, whether declared or undeclared.
 11. Expenses for injury or complications from an injury sustained by a Covered Person during the commission of a felony or while engaged in an illegal occupation, or participating in a riot or insurrection.
 12. Expenses Incurred for Experimental or Investigational medical services, supplies or treatment or hospital confinement that results from Experimental or Investigational treatment.
 13. Liabilities, expenses or losses relating to the violation of any federal or state statute, rule or regulation by You or the Claim Administrator.
 14. Expenses that, if reimbursed by Us, would violate any applicable federal law or state statute.
 15. Claim payments not administered or paid according to the Plan, or for which there is no documented Proof of Loss.
 16. Expenses that are the result of Provider error(s).
 17. Expenses that are the result of facility-acquired conditions preventable through the use of evidence-based guidelines, taking into consideration but not limited to Centers for Medicare and Medicaid Services (CMS) guidelines.

We will not reimburse You for any expenses paid by You when a Covered Person is covered by other insurance or health benefit plan which, when combined with the benefits payable by such other insurance or plan, would cause the total paid by that plan and Your Plan to exceed 100% of the Covered Person expenses.

We will not reimburse You for the portion of any expense due to Your or Your Claim Administrator's failure to provide payment to Providers in their required time frame that results in non-receipt of any discounted fees for services or supplies. We will reimburse only for the amount of the discounted amount had timely payment been made by You or Your Claim Administrator.

SECTION 4 – PREMIUM PAYMENT

Payment of Premiums. The premium rate(s) for coverage provided under this Policy is shown in the Schedule of Insurance. The premium due each month is calculated based upon the types of Covered Units shown in the Schedule of Insurance and number of Covered Units reported in the Policy month.

The first premium is due and payable on or before the first day of the Policy Term and subsequent premium payments are due on the first day of each month. The terms of this Policy will not be binding on Us until We receive Your first premium. Subject to the Grace Period, each premium must be paid on or before its due date in order for coverage under this Policy to remain in effect.

Grace Period. A Grace Period of 31 days will be allowed for the payment of each premium due after the first premium has been paid during which grace period the policy shall continue in force, but the Policyholder shall be liable to Us for the payment of any premium accruing for the period this Policy continues in force. If a premium is not paid by the end of the Grace Period, this Policy will automatically terminate as of the last day of the Grace Period. We will deduct the amount of any premium due for the Grace Period from any payment for benefits We may owe You under this Policy.

Reinstatement. In the event that this Policy is terminated due to nonpayment of premium, at Your request We may agree to reinstate this Policy. We may undertake a reassessment of Our liability or risk under this Policy prior to reinstatement. You must make full payment of past due premiums. Past reinstatements create no right or presumption of future reinstatement.

Premium Change. The initial premium rate(s) are stated in the Schedule of Insurance. We may change the premium rate(s) if:

1. You make a Material Change that affects this Policy; or
2. Coverage changes due to the addition or deletion of endorsements to the Policy; or
3. The coverage provided under this Policy is changed from what was initially issued based on the Application for coverage.

Premium Adjustments. Adjustments in premium due to enrollment changes should specify the adjustment for each Covered Unit by coverage type and the Policy month for which the adjustment applies, and include the corresponding premium adjustment. Any retrospective request by the Policyholder for a premium adjustment due to a misstatement of Covered Units must be made within 90 days following the end of the Policy Term. Such requests must be in writing and accompanied by evidence that an adjustment should be made.

Premium Data. You must provide Us with a premium data report with each premium payment, in a form agreed to by Us, that shows:

1. The number(s) of participants in the Plan on the first day of each month, segregated by premium rate category shown in the Schedule of Insurance; and
2. An adjustment of premium for the prior month, calculated by multiplying the previous month's actual number of participants by the appropriate premium rate(s); and
3. The amount of premium payment.

We use premium data reports solely to process premium. Such premium data reports do not replace any reports required, or which may be required, under the Policyholder Reporting provision of this Policy.

SECTION 5 – EFFECTIVE DATE AND TERMINATION

Policy Effective Date:

This Policy takes effect on the date shown in the Policy Term on the face page of this Policy and the Schedule of Insurance.

Coverage under this Policy is not effective until:

1. Your payment of the first premium;
2. Our receipt of a completed and signed Application; and
3. Our receipt, examination, and acceptance of the Plan and any other required information that We requested, which is material to underwriting or premium rating.

Policy Termination:

Termination by Policyholder. You may terminate this Policy by giving Us at least 31 days advance written notice.

Automatic Termination. This Policy will automatically terminate without notice on:

1. The last day for which premium was paid if you fail to pay the required premium by the end of the Grace Period; or
2. The last day of the Policy Term.

Termination by the Company. This Policy will terminate on the earliest of the following circumstances:

1. The date We notify You that We are terminating the Policy due to a Material Change.
2. The date You have refused to accept any necessary adjustment to the premium or other terms and conditions of the Policy due to a Material Change, in accordance with that provision.
3. The date the Plan terminates.
4. You or the Claim Administrator fail to satisfy any of Your or the Claim Administrator's obligations under this Policy. We will give You 60 days advance notice of termination.
5. The date You file for bankruptcy, or become subject to liquidation, receivership or conservatorship.
6. The date the contractual agreement between You and the Claim Administrator terminates unless We have agreed in writing to a new Claim Administrator.
7. The date mutually agreed to by the Policyholder and the Company.

Termination will not affect a claim for reimbursement of Eligible Claims Expenses Incurred and Paid while coverage was in effect. We will not refund any portion of the premium paid by You if this Policy is terminated prior to the last day of the Policy Term.

If this Policy is terminated prior to the last day of the Policy Term, the Policy Term will be shortened to reflect the revised termination date of the Policy. The Benefit Period, as shown in the Schedule of Insurance will also be reduced as necessary to match the shortened Policy Term.

Renewal. Unless this Policy is terminated during or prior to the end of the Policy Term, You may request and We may agree to renew this Policy upon Your request.

Renewal is subject to Your completion of a renewal Application and Our receipt of any requested claim information prior to the beginning of the subsequent Policy Term, as well as Your written acceptance of the terms and conditions that apply to the renewal prior to the beginning of the subsequent Policy Term. We reserve the right to revise the terms and conditions, including Key Policy Factors, that apply to the renewal Policy.

SECTION 6 – MATERIAL CHANGES

Material Change. You must give Us written notice within 31 days of any Material Change which may have a material financial or economic adverse effect on Our liability under this Policy. Failure to provide such notice may result in termination of this Policy or denial of Specific Coverage benefits. Notice must be provided to Our address shown in this Policy.

Upon receipt of a Material Change We reserve the right to:

1. Accept the Material Change and recalculate Key Policy Factors as shown in the Schedule of Insurance and/or other terms and conditions of this Policy.
2. Not accept the Material Change and terminate this Policy.
3. Not accept the Material Change and pay benefits under this Policy as if the Material Change had not occurred.
4. Accept the Material Change without revising the Premium Rates and/or other terms and conditions of this Policy.

If We accept the Material Change, We will consider the Material Change approved on the date of Our acceptance of the Material Change. You must provide written acceptance of any necessary adjustment to the premium or provisions of this Policy.

Plan Amendments. You must give Us written notice of any amendment to the Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Plan, the Key Policy Factors will be recalculated. Any revision(s) to Your Key Policy Factors due to an amendment of Plan will become effective on the effective date of the amendment. If We receive a written notice of an amendment to the Plan after the effective date of such amendment, We will advise if benefits are payable based on Your Key Policy Factors calculated (1) without the amendment, or (2) with the amendment.

SECTION 7 – POLICYHOLDER REPORTING

Reporting Requirements. You are required to provide periodic reports on Eligible Claims Expenses to Us as described below.

High Dollar Reporting Threshold. For Specific Coverage benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Claims Expenses Incurred, Paid, or pending payment by You for a Covered Person equals or exceeds the High Dollar Reporting Threshold of \$125,000 per Covered Person or has the potential to exceed that amount. Your failure to provide notice within 15 days may result in an adjustment of any Specific Coverage benefits payable to You to reflect any savings We could have obtained had notice been given within the time frame specified.

You or the Claim Administrator are required to provide Us with notice of any claim that exceeds the High Dollar Reporting Threshold within 15 days of the earlier of the date:

1. A Covered Person's Eligible Incurred Expenses exceed High Dollar Reporting Threshold; or
2. You or the Claim Administrator or Your medical management, utilization review, Prescription Benefit Manager, precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a condition which, if Paid, may result in an Eligible Claims Expense under this Policy that would equal or exceed the High Dollar Reporting Threshold.

In addition, You or the Claim Administrator and the Prescription Benefit Manager are required to provide Us with a monthly report that gives:

1. The total amount of Eligible Claims Expenses for all Covered Persons Incurred within the Benefit Period, and Paid by You or on Your behalf during that month; and
2. Detailed demographic information for all Covered Persons in the Plan on the first day of the month, as categorized under Eligible Claims Expenses as shown in the Schedule of Insurance. The report must be provided to Us within 5 days after the end of each month.
3. A detailed claims report in electronic format that includes proof of payment of any expenses submitted to Us for reimbursement, information used to determine how the claim was paid by You or the Claim Administrator, and the Prescription Benefit Manager, and any additional information We may require to fulfill Our obligations under this Policy.

SECTION 8 – CLAIMS

Claim Audit. The Policyholder or the Policyholder's Claim Administrator shall keep appropriate records regarding administration of the Plan. We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Plan. You shall allow Us reasonable access to review and copy all records affecting Our Liability under this Policy. We have the right to audit all claims with respect to Eligible Claims Expenses Paid under the Plan, in the event of a claim for benefits. You and the Claim Administrator shall maintain books and records related to this Policy for a period of no less than the later of 6 years or the term permitted by the state of jurisdiction, after the Policy expires or is terminated according to the provisions of this Policy. This clause shall survive the termination of this Policy, provided there are outstanding liabilities under this Policy.

Notice of Claim. Except for claims exceeding the High Dollar Reporting Threshold, which are subject to the notice requirements in Section 7, Policyholder Reporting, You will submit to Us written notice of claims within 30 days of loss or as soon as reasonably possible. Failure to furnish written notice will not invalidate or reduce any claim, if it was not reasonably possible to provide such written notice within the time period required.

Proof of Loss. You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim no later than within 90 days after the end of the Benefit Period. Claims not filed within this time limit may be denied and result in no benefits being paid by Us. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Offset. Any payment or overpayment of a claim made to the Policyholder in error or due to the receipt of incorrect information must be promptly refunded to the Company upon notice to the Policyholder of the error or overpayment. We may offset any claims payable to You under this Policy or any previous Stop Loss Insurance Policy with Us, against premiums due and unpaid by You. This right will not prevent the termination of this Policy for non-payment of premium under the Automatic Termination provision in Section 5, Effective Date and Termination.

Payment of Claims. All benefits payable under this Policy will be made to You or Your designated representative and to no one else. In no event will We be liable for any claims which are not Incurred or Paid by the Policyholder within the Benefit Period indicated in the Schedule of Insurance. Eligible claims shall be paid immediately upon receipt of due written proof of such loss.

Responsibility for Claims under Your Plan. While the determination of benefits under the Plan is Your sole responsibility, We will interpret the terms and conditions of the Plan as it applies to this Policy. We have the authority to approve or deny reimbursements under this Policy.

SECTION 9 – CLAIM ADMINISTRATOR RESPONSIBILITIES

Claim Administrator Responsibilities. The Claim Administrator acts on Your behalf and as Your agent. We shall have no liability for any act or omission by the Claim Administrator. We agree to recognize the Claim Administrator as an agent of the Policyholder. By doing so we do not waive any rights under this Policy.

The Claim Administrator shall:

1. Investigate, audit, calculate, and pay claims in accordance with the Plan, and maintain an accurate record of all claims processed, including expenses not covered under the Plan;
2. Keep and make available to the Company any information possessed by the Claim Administrator to assist the Company in underwriting or administering this Policy, make payments under this Policy, and project future expected claims under the Plan; and
3. Submit a monthly report in an electronic format acceptable to Us, that meets the Reporting Requirements under Section 7, Policyholder Reporting, showing a detailing listing of Paid claims and enrollment numbers detailed by coverage type.

You are solely responsible for the actions of the Claim Administrator and any other agent acting on Your behalf. The Claim Administrator is not Our agent, and does not act on Our behalf. We are not responsible for any compensation owed to, or claims by, the Claim Administrator or other agents for services provided to, or on behalf of, You or the Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

Claim Administrator Changes. You must give Us written notice of any replacement of a Claim Administrator listed in this Policy at least 31 days prior to the effective date of the replacement. If We do not receive such notice from You prior to the effective date of the replacement, We will have the right to terminate this Policy in accordance with the Termination by the Company provision in Section 5, Effective Date and Termination.

SECTION 10 – GENERAL PROVISIONS

Arbitration. Any controversy or dispute involving Us that arises out of or relates to this Policy, shall be decided by arbitration at a mutually agreed time and place, under the rules of the American

Arbitration Association. The Policyholder and the Company will each appoint one member of the arbitration panel. The third will be selected by the first two members or by the American Arbitration Association if the two parties cannot agree on the third arbitrator. A majority vote of the panel will decide the dispute and there will be no right of appeal. Any decision of the arbitration panel shall be binding and fully enforceable as if rendered in Court of competent jurisdiction. Each party shall pay its own expenses, including attorney fees, witnesses, experts, and proofs. The parties will share the cost of the arbitration proceedings. This provision shall survive the termination of this Policy.

Assignment. This Policy and amounts payable shall not be sold, assigned, or transferred by You without Our prior written consent.

Clerical Error. Clerical error, whether by You or by Us, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. However, upon discovery of such error, an equitable adjustment of premium or benefits will be made. In the event that claims data and/or enrollment information furnished to Us was missing or incorrect, We may recalculate the Key Policy Factors as shown in the Schedule of Insurance using the corrected information.

Conformity with State Statutes. Any provision of this Policy which, on the effective date of this Policy, conflicts with any law of the state where this Policy is issued, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

Entire Contract. The entire contract between You and Us consists of:

1. The Policy including the Schedule of Insurance; and
2. Your Application (a copy of which is attached to this Policy); and
3. Any endorsements included with and made part of this Policy.

In the absence of fraud, all statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense of a claim under this Policy unless it is contained in the written Application and is signed by You and is attached to this Policy.

Indemnification. You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person or a Provider.

Independent Review Organization Extended Benefit. If previously denied Eligible Claims Expenses for a Covered Person are Paid due to a reversal by an independent review organization, and such expenses are then Paid after the Benefit Period, the Benefit Period to pay such expenses will be extended for a period not to exceed 12 months, and such expenses will be excluded from any other benefit period in a subsequent policy. We will consider the date the claim was originally denied as the "Paid" date under this Policy, provided:

1. Such expenses are not eligible for payment under any other policy or group health benefit program; and
2. Such expenses are otherwise payable under the terms of this Policy.

If You terminate this Policy for any reason prior to the last day of the Policy Term shown on the face page of this Policy, this provision will not apply.

Legal Action. Legal action may not be taken to recover on this Policy until 60 days after the date Proof of Loss has been furnished in accordance with the terms of this Policy. Legal action must be taken within 3 years after the time Proof of Loss is required to be furnished.

Misrepresentation/Misstated Data. We have relied upon underwriting information provided by You or the Claim Administrator. If:

1. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy,

We may deny a claim, rescind this Policy or revise the Key Policy Factors and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the effective date of this Policy. This Policy will be incontestable after 2 years from the Policy Effective Date, except for fraudulent misstatements. No statements made by the Policyholder shall be used to void this Policy or deny a claim for loss after it has been in force for 2 years from the Policy Effective Date unless the statement is contained in a written statement signed by the Policyholder.

Non-Participating. This Policy does not pay a dividend and You shall not be entitled to share in Our surplus earnings.

Parties to the Contract. The Policyholder and the Company are the only parties to this Policy. The Company's sole liability under this Policy is to the Policyholder. We will neither have the right or obligation under this Policy to directly pay any Covered Person participant or Provider of Covered Services for any benefit that You have agreed to provide through the terms of the Plan. This Policy does not create any right or legal relationship between the Company and any Covered Person under the Plan. This Policy will not make Us a party to the Plan, or any contract or agreement between the Policyholder and a third party. The Company's obligations under this Policy are limited to the terms, conditions and limitations herein. We are not a plan administrator or a fiduciary with respect to the Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

Policy Amendments/Changes. No change in this Policy is valid unless it is in writing, approved and signed by one of Our executive officers, and endorsed on or attached to this Policy. Agents or brokers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

Reimbursement. Your rights under the Plan to recover sums Paid during the Benefit Period on behalf of a Covered Person are assigned by You to Us to the extent We reimbursed such sums under this Policy. You agree to promptly recover such sums on Our behalf, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. We shall be entitled to receive full reimbursement of expenses We paid under this Policy.

Any portion of an Eligible Claims Expense which You recover from a third party:

1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any Attachment Point under this Policy; and

3. Must be repaid to Us if We previously reimbursed You for it.

Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy.

State Assessment Loads. State and Federal laws may assess stop loss insurance carriers based on the number of that state's residents who are covered under stop loss policies. We may increase or adjust the premium rate(s) to cover expected , or retrospective, or incurred state assessment costs.

State Health Care Surcharges. If You pay a state health care surcharge in connection with the payment of Eligible Claims Expenses, the health care surcharge shall be excluded as an Eligible Claims Expense. Penalties or fines of any kind, including but not limited to, penalties or fines associated with the failure to pay or late payment of any health care surcharge or the underlying expenses will not be considered Eligible Claims Expenses.

Your Bankruptcy or Insolvency. Eligible Claims Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have paid all required premiums and have Paid all Eligible Claims Expenses under the Plan, and have complied with all Your obligations under this Policy. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder or the Policyholder's Claim Administrator will not impose upon Us any liability other than the liability defined in this Policy.

U.S. Economic and Trade Sanctions. Should any coverage provided by this Policy be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

GENERAL FIDELITY LIFE INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
getcoefficient.com

Advanced Funding Endorsement

Endorsement Number: 2022-ADF-011

Policyholder: County of Mendocino

Attached to and part of Policy Number: 2022-011-CA as of the Effective Date below.

Effective Date: 01/01/2022

This Endorsement is made part of the Stop Loss Insurance Policy identified above. It modifies the insurance provided under the Policy.

In consideration of the payment of any additional premium as required, it is hereby understood and agreed that the following changes are made and incorporated into the Policy:

The Company agrees to provide the Policyholder with Advanced Funding according to the conditions established in this Endorsement.

SECTION 1 - DEFINITIONS is amended to include the following for the purpose of this endorsement only:

Advanced Funding means the process by which the Company issues funds to the Policyholder for a Loss Incurred for a Covered Person during a Policy Term after:

1. The Policyholder has Paid an amount equal to the Specific Attachment Point for a Covered Person during a Policy Term (including any Aggregating Specific Deductible or other additional Policyholder liability under the Policy), and
2. The Policyholder has Incurred a Loss greater than \$10,000 over the Specific Attachment Point which has not been Paid.

Loss means an expense for a Covered Service under the terms of the Policyholder's Plan, which has not yet been Paid under the Plan.

SECTION 2 – INSURANCE COVERAGE is amended to include Advanced Funding coverage.

To request Advanced Funding, the Policyholder must provide the Company with satisfactory Proof of Loss and any information requested by the Company to determine the Company's liability for the Loss.

The claim for the Loss must be fully processed by the Policy or Claim Administrator and be ready for payment under the Plan within the Benefit Period during which the claim was Incurred. The claim for which Advanced Funding was requested must be Paid by the Policyholder within 10 business days of receipt of Advanced Funding from the Company. If such payment is not made by the Policyholder within 10 days, the Policyholder shall immediately refund to the Company the advanced funds and the Company may revoke Advanced Funding privileges.

It is the Policyholder's responsibility to request and apply Advanced Funding in a manner consistent with all current Plan and Policy provisions. No provision herein shall be deemed to alter the requirements contained in the Policy that Eligible Claims Eligible be Paid by the Policyholder within the Policy Term and Benefit Period.

It is the Policyholder's sole responsibility to request and apply Advanced Funding in a manner that will secure discounted fees for services or supplies. Failure to provide payment to Providers in their required

time frame that results in non-receipt of any discounted fees for services or supplies will not increase the Company's liability.

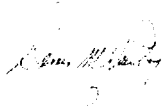
Any claims approved for Advanced Funding by the Company will be considered reimbursed by the Company and will not be further eligible for reimbursement at time of payment under the Policy.

Advanced Funding is only available while the Policy is in force.

Advanced Funding is not available during the last 30 days of the Benefit Period. The Company must receive the request for Advanced Funding and satisfactory Proof of Loss, including any other information to determine the Company's liability for the claim, no later than the 30th day prior to the end of the Benefit Period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Signed for GENERAL FIDELITY LIFE INSURANCE COMPANY by



Dennis M. Weinberg, CEO

GENERAL FIDELITY LIFE INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
getcoefficient.com

Renewal Rate Cap Endorsement

Endorsement Number: 2022-RRC-011

Policyholder: County of Mendocino

Attached to and part of Policy Number: 2022-011-CA as of the Effective Date below.

Effective Date: 01/01/2022

This Endorsement is made part of the Stop Loss Insurance Policy identified above. It modifies the insurance provided under the Policy.

In consideration of the payment of any additional premium as required, it is hereby understood and agreed that the following coverage is provided under the Policy:

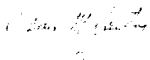
If the Stop Loss Policy is renewed, the Company guarantees that the Specific Premium Rate per Policy Month per Covered Unit and the Aggregating Specific Deductible will not be increased more than 40% over the Specific Premium Rate per Policy Month per Covered Unit and Aggregating Specific Deductible shown on the Stop Loss Application and Schedule of Insurance, provided that:

1. The Policyholder's Plan contains no changes that materially alter the risk under the current Stop Loss Policy issued by the Company;
2. The renewal Stop Loss Policy contains no Material Changes from the current Policy including, but not limited to, changes to:
 - a. The Policy Term;
 - b. Eligible Claims Expenses;
 - c. Coverage for retirees;
 - d. Annual Aggregate Attachment Point, the Specific Attachment Point Class or the Specific Attachment Percentage, or Aggregating Specific Deductible in the Schedule of Insurance;
 - e. The Specific Payable Percentage or Aggregate Payable Percentage in the Schedule of Insurance;
 - f. The commission payable;
 - g. Any designated Claim Administrator, Cost Containment Vendor, or Prescription Benefit Manager;
 - h. Any Provider Network or Referenced Based Pricing Vendor;
 - i. The Maximum Specific Benefit Limits in the Schedule of Insurance; or
 - j. The demographic distribution of the Covered Persons covered under the current Stop Loss Policy and the group covered under the renewal Stop Loss Policy.
3. No new unit, division, subsidiary, affiliated company or class of Covered Persons or member of a Covered Unit is added to this Stop Loss Policy; and
4. There is no change in any assessment or tax levied against Us by the state in which this Stop Loss Policy was delivered.

Any Material Change that occurs during the Policy Term will result in an adjustment to the Renewal Rate Cap described herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Signed for GENERAL FIDELITY LIFE INSURANCE COMPANY by



Dennis M. Weinberg, CEO

SL-RRC-0320

GENERAL FIDELITY LIFE INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
getcoefficient.com

STOP LOSS INSURANCE POLICY

APPLICATION

NEW BUSINESS RENEWAL

The undersigned Applicant requests Stop Loss Insurance provided by GENERAL FIDELITY LIFE INSURANCE COMPANY ("Company"). If this Application is accepted and approved by the Company, the Applicant agrees to be bound by the terms and conditions of the Stop Loss Insurance Policy as issued by the Company. This Application shall be deemed attached to and becomes part of the Policy issued.

APPLICANT INFORMATION

Legal Business Name County of Mendocino

Name of Primary Contact Cherie Johnson Email johnsonc@mendocinocounty.org
Street Address City State ZIP

Principal Address 501 Low Gap Road, Room # 1010, Ukiah, CA 95482

Telephone No. (707) 234-6618 Federal Tax ID No. 946000520

Applicant is a: Corporation Other (please specify): Public Agency

Subsidiaries and Associated Entities to be included in the Policy coverage (list names and locations):

Requested Effective Date: 1/1/2022

Full Legal Name of Claim Administrator(s)
(if none, leave blank) Anthem

Contact Name Eric Endahl (916-439-9131, eric.endahl@anthem.com)
Street Address City State ZIP

Address 11030 White Rock Road, Rancho Cordova, CA 95670

Full Legal Name of Cost Containment Vendor (if none, leave blank) Anthem

Contact Name Eric Endahl (916-439-9131, eric.endahl@anthem.com)

Street Address *City* *State* *ZIP*

Address 11030 White Rock Road, Rancho Cordova, CA 95670

Full Legal Name of Prescription Benefit Manager (if none, leave blank) Express Scripts

Contact Name Wendy Lamaestra (WLamaestra@express-scripts.com)

Street Address *City* *State* *ZIP*

Address 7909 S Hardy Dr., Ste. 106 West, Tempe, AZ 85284

Has the Applicant contracted with a Provider Network? Yes No

If yes:

Provider Network(s): Blue Cross PPO (Prudent Buyer) Network

Contact Name Eric Endahl (916-439-9131, eric.endahl@anthem.com)

Street Address *City* *State* *ZIP*

Address 11030 White Rock Road, Rancho Cordova, CA 95670

Has the Applicant contracted with a Referenced Based Pricing Vendor? Yes No

If yes:

Name: _____

Street Address *City* *State* *ZIP*

Address _____

- Covered Units:
- Employee
 - Employee & Spouse
 - Employee & Child(ren)
 - Employee & Family
 - Member
- Other groups to be covered as Employees:
- Retirees
 - COBRA Continues
 - Disabled Employees
 - Employees not Actively at Work
 - Others – please describe _____

STOP LOSS INSURANCE COVERAGE

A. SPECIFIC COVERAGE Yes No N/A

Requested Coverage Period: (for all Eligible Claims Expenses except those to which a Special Risk Limitation applies.)

1. Incurred and Paid Benefit Basis: Yes No *(select the appropriate description below)*

Eligible Claims Expenses Incurred from 1/1/2021 through 12/31/2022 and Paid from 1/1/2022 through 12/31/2022

Eligible Claims Expenses Incurred on or before _____ and Paid from _____ through _____

Eligible Claims Expenses Paid prior to _____

Upon receipt of a renewal application, the Benefit Basis for the Policy may be revised.

Upon receipt of a renewal application, any Eligible Claims Expense Incurred prior to the end of the Policy Term but Paid after the Policy Term's Run-out Period may be considered an Eligible Claims Expense for purposes of the renewal Policy Term; as such, those expenses are subject to all terms and conditions of the renewal Policy including but not limited to re-satisfying the Specific Attachment Point.

The Run-out Period is the three month period immediately following the end of the current or any subsequent Policy Term. "Incurred Period" is the period from _____ to the end of the current Policy Term.

2. Specific Eligible Claims Expenses Include:

Medical	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vision	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dental	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Prescription Drug Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Other – please describe: _____

3. Specific Attachment Point:

per Specific Attachment Point Class per Covered Person other than any Covered Persons named below

Class A	\$ _____	_____ %
Class B	\$ _____	_____ %
Class C	\$ _____	_____ %
Covered Person	\$ 250,000	100 %

4. Specific Payable Percentage: 100 %

5. Maximum Specific Benefit Limits (in excess of the Specific Attachment Point)

Specific Reimbursement Percentage Payable after Specific Attachment Point: 100 %

Specific Annual Maximum Reimbursement per Covered Person:

Class A \$ _____

Class B \$ _____

Class C \$ _____

Covered Person \$ Unlimited

Specific Lifetime Maximum Limit per Covered Person:

Class A \$ _____

Class B \$ _____

Class C \$ _____

Covered Person \$ Unlimited

Maximum Limit of Liability: \$Unlimited

6. Run-In Limit: \$ _____ of plan benefits Incurred per Covered Person prior to the Policy Effective Date.

7. Run-Out Limit: \$ _____ of plan benefits Incurred per Covered Person prior to the Policy Effective Date.

8. Special Risk Limitations: Classes Covered Persons subject to the Alternate Specific Attachment Point (separate from item 3 above) and Benefit Period limitation shown below:

	Alternate Specific Attachment Point	Benefit Period limitation
<i>Covered Person Name/Identifier</i> 818-01854 / 818-01466	<u>\$ 400,000 / 500,000</u>	<u>N/A</u>
<i>Class ID</i>	<u>\$</u>	

Other Limitations: Disabled/Hospital Confined
 Actively at Work
 activity of daily living
 out-of-hospital
 similar requirements waived with disclosure statement _____

Retirees Included: Yes No

B. AGGREGATE COVERAGE SCHEDULE Yes No N/A

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

1. Incurred and Paid Benefit Basis: Yes No (select the appropriate description below)

Eligible Claims Expenses Incurred from ^{Date} 1/1/2021 through ^{Date} 12/31/2022 and Paid from ^{Date} 1/1/2022 through ^{Date} 12/31/2022

Eligible Claims Expenses Incurred on or before ^{Date} _____ and Paid from ^{Date} _____ through ^{Date} _____

Eligible Claims Expenses Paid prior to ^{Date} _____

Upon receipt of a renewal application, the Benefit Basis for the Policy may be revised.

Upon receipt of a renewal application, any Eligible Claims Expense Incurred prior to the end of the Policy Term but Paid after the Policy Term's Run-out Period may be considered an Eligible Claims Expense for purposes of the renewal Policy Term; as such, those expenses are subject to all terms and conditions of the renewal Policy including but not limited to re-satisfying the Specific Attachment Point.

The Run-out Period is the three month period immediately following the end of the current or any subsequent Policy ^{Date} Term. "Incurred Period" is the period from _____ to the end of the current Policy Term.

2. Aggregate Eligible Claims Expenses Include:

- Medical Yes No
- Vision Yes No
- Dental Yes No
- Prescription Drug Plan Yes No

Other – please describe: _____

3. Annual Aggregate Attachment Point: \$ 20,597,663 125 %

4. Aggregate Payable Percentage: 100 %

5. Minimum Annual Aggregate Attachment Point: \$ 18,537,896

6. Maximum Aggregate Reimbursement (per Policy Period): \$ 1,000,000

7. Monthly Aggregate Factors per Covered Unit

<u>Covered Unit</u>	<u>Medical</u>	<u>Vision</u>	<u>Dental</u>	<u>Prescription Drug</u>	<u>Other</u>	<u>Monthly Expected Claims</u>
Employee	\$	\$	\$	\$	\$	\$ 896.06
Employee & Spouse	\$	\$	\$	\$	\$	\$
Employee & Child(ren)	\$	\$	\$	\$	\$	\$
Employee & Family	\$	\$	\$	\$	\$	\$ 1,938.48
Member	\$	\$	\$	\$	\$	\$

Other Limitations: Disabled/Hospital Confined
 Actively at Work
 activity of daily living
 out-of-hospital
 similar requirements waived with disclosure statement _____

Retirees Included: Yes No

PREMIUM

- Premium Due and Payable: the 1st day of each month, subject to Grace Period
- Premium Due and Payable: on or before the Effective Date of this Policy, subject to Grace Period
- Minimum Annual Specific Premium: \$ _____
- Minimum Annual Aggregate Premium: \$ _____

Specific Premium Rate per Policy Month per Covered Unit:

Employee	\$ 84.62
Employee & Spouse	\$ _____
Employee & Child	\$ _____
Employee & Family	\$ 183.07
Employee & 2 Children	\$ _____
Employee & 3 or more Children	\$ _____
Spouse Only	\$ _____
Child(ren) Only	\$ _____
Member	\$ _____
Other	\$ _____

Aggregate Premium Rate per Policy Month per Covered Unit:

Employee	\$ 1.45
Employee & Spouse	\$ _____
Employee & Child	\$ _____
Employee & Family	\$ 1.45
Employee & 2 Children	\$ _____
Employee & 3 or more Children	\$ _____
Spouse Only	\$ _____
Child(ren) Only	\$ _____
Member	\$ _____
Other	\$ _____

The Specific Premium Rate per Policy Month Aggregate Premium Rate per Policy Month per Covered Unit only
Only apply to the Policy Period on page 1 of this Schedule.

Endorsements attached to this Policy:

The following endorsement(s) are requested in consideration of an additional premium:

- Aggregating Specific Deductible Endorsement
- Advanced Funding Endorsement
- Experience Refund Endorsement
- Monthly Aggregate Accommodation Endorsement
- Renewal Rate Cap Endorsement
- Retained Corridor Endorsement
- Transplant Vendor Endorsement

APPLICANT STATEMENTS

The undersigned is an authorized representative of the Applicant and represents to the best of his knowledge and belief that the statements and disclosures set forth herein are true and complete and include all material information. Further, the undersigned understands that any Policy issued based on this Application is done so in reliance upon the statements, disclosures, and representations made herein and are made part of this Application.

The Applicant agrees that if the information supplied on this Application changes materially between the date of this Application and prior to the inception date of the policy, the Applicant will immediately notify the Company of the changes. It is understood that as a result, the Company may, upon review of such changes, withdraw or modify any outstanding quote, terms, or proposal.

The receipt by the Company of premium with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this Application, its sole obligation shall be to refund such premium to the undersigned.

The undersigned has read this Application for a Stop Loss Insurance Policy and understands that no insurance coverage is in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant County of Mendocino

Signature of Authorized Representative: 

Print Name: Cherie Johnson

Title: Deputy Chief Executive Officer

Date: 10/26/21

AGENT/BROKER INFORMATION

Print Full Legal Name of Individual Agent or Broker *First Middle Last*
Keenan and Associates / Everett Peter McNamara
Street Address City State ZIP
 Address 1111 Broadway, 2000 Oakland, CA 94607
 Telephone No. (510) 508-2959 E-mail Address: pmcnamara@Keenan.com
 Resident State: CA License Number: 0A94087
 Signature of Agent or Broker: *E. Peter McNamara* Date: 10/27/21

FRAUD WARNING NOTICE: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

The laws of several states require the following statements to appear on the application form. These statements apply only to residents of the noted states.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form or other explanatory words of similar meaning. The falsity of any statement in the application for any policy covered by this chapter shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. The absence of such a statement shall not constitute a defense in any prosecution.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. The lack of such a statement does not constitute a defense in any prosecution for a fraudulent insurance act.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.