

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4288**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Dearborn Life Insurance Company**, an Illinois corporation ("Contractor") formerly known as **Dearborn National Life Insurance Company**, to be effective for all purposes January 1, 2020.

WHEREAS, County and Dearborn National Life Insurance Company entered into Agreement No. AGR16-4288, dated January 1, 2016, for Basic Life, Accidental Death and Dismemberment ("AD&D"), and Voluntary Life, Insurance (Ancillary Benefits) for Los Alamos County Employees ("Agreement"); and

WHEREAS, on April 1, 2019, Contractor issued a Company Name Change Endorsement changing their name from Dearborn National Life Insurance Company to Dearborn Life Insurance Company; and

WHEREAS, Contractor is obligated to honor the terms and conditions of the Agreement and this Amendment No. 1 to the Agreement, as well as all other contractual obligations of Dearborn National Life Insurance Company with County; and

WHEREAS, the Services are ongoing, and County and Contractor have successfully negotiated renewal rates for the Plan and wish to amend the Agreement to include the negotiated renewal rates to the Rate Schedule set out in Exhibit "A," and to extend the term of the Agreement as allowed for in the original terms and conditions; and

WHEREAS, this Amendment was approved by County Council at a public meeting held on December 17, 2019.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence January 1, 2016, and shall continue through December 31, 2022, unless sooner terminated, as provided herein.

- II. To delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for the performance of the Services, for the initial 48-month term of this Agreement (January 1, 2016 through December 31, 2019), in accordance with the rate schedule set out in Exhibit "A", an amount not to exceed SEVENTY TWO THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$72,568),

which amount shall include applicable New Mexico gross receipts taxes ("NMGR"), and which amount includes all administrative fees.

- b. County shall pay compensation for the performance of the Services, for the remaining thirty-six (36) month term of this Agreement (January 1, 2020 through December 31, 2022), in accordance with the Rate Schedule set out in Exhibit "C," attached hereto and made a part hereof for all purposes, an amount not to exceed SIXTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$63,400.00), which amount shall include applicable New Mexico gross receipts taxes ("NMGR"), and which amount includes all administrative fees.
- c. Compensation for the entire term of the Agreement shall not exceed ONE HUNDRED THIRTY-SIX THOUSAND DOLLARS (\$136,000.00).

- 2. **Monthly Invoices.** Contractor shall submit monthly invoices to County's Benefits Staff, showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
HARRY BURGESS
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DEARBORN LIFE INSURANCE COMPANY, AN ILLINOIS CORPORATION

BY: _____ **DATE**
NAME: _____
TITLE: _____

Dearborn National[®] Life Insurance Company

Administrative Office:
1020 31st Street
Downers Grove IL 60515-5591

(A stock life insurance company, herein called the "We" "Us" or "Our")

Policyholder: INCORPORATED COUNTY OF LOS ALAMOS
Policy Number: GAE60347-0001
Policy Effective Date: January 1, 2016
Anniversary Date: January 1

We agree with the *Policyholder* to insure certain eligible Employees of the *Policyholder*. We promise to pay benefits for loss covered by the Policy in accordance with its provisions. The *Policyholder* should read this Policy carefully and contact Dearborn National[®] Life Insurance Company promptly with any questions.

Policyholder means the *Employer* to whom the Policy is issued and who sponsored the coverage for its Employees.


Employer means the *Policyholder* and includes any division, subsidiary, or affiliated company named in the Policy.

POLICY EFFECTIVE DATE AND TERM

The Policy takes effect on the Policy Effective Date stated above subject to any participation requirement stated in the Policy. All insurance periods will be computed from that date. The Policy remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premium as stated in the Policy.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder's* address as stated in the Policy, and on the Application.

Signed for Dearborn National Life Insurance Company


Secretary


President

Basic & Supplemental Group Term Life Insurance Policy

with

Accidental Death & Dismemberment and Dependent Life Insurance with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

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ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?

Initial life, AD&D and Dependent Life insurance premium is calculated in accordance with the rates set forth on the attached Rate Addendum.

When is premium paid?

The Policy is issued in consideration of the payment in advance of premium on the premium due date indicated on the *Application*. Payment must be made by the premium due date as shown on the *Application*.

If an addition, termination or change in insurance takes place other than on a regular due date, any premium adjustment will take effect on the next due date.

Is premium payable while an Insured receives benefits?

We will waive premium for an insured Employee in accordance with the Waiver of Premium provision of the Policy.

Is there a grace period for premium payment?

We will allow a grace period of 60 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the *Policyholder* has given *Us* advance written notice of cancellation in accordance with the terms of this Policy. If premium is not received by the end of the grace period, this Policy will terminate as of the last date for which premium was paid.

The *Policyholder* is liable for premium due on coverage provided during the grace period.

If *We* receive written notice during the grace period that the Policy is to be canceled, *We* will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date *We* receive such notice. The *Policyholder* must pay a pro rata premium for any coverage provided during the grace period.

PREMIUM RATE GUARANTEE

What is the initial premium rate guarantee?

A change in premium rates will not take effect before January 1, 2020. However, *We* may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the Policy design;
2. a change in the terms of the Policy;
3. addition or deletion of a division, subsidiary or affiliated company;
4. a change in the number of *Insureds* by 10% or more from the number of *Insureds* on the initial Effective Date;
5. a change in the laws or regulations or other government action which applies to the Policy;
6. for reasons other than 1-5 above such as but not limited to a change in factors bearing on the risk assumed.

The *Policyholder* must furnish notice and documentation satisfactory to *Us* within 31 days of the occurrence of any event which would cause a change in rates as described above. If the *Policyholder* fails to provide such timely notice, we will apply new rates retroactively to the date of the event.

We will notify the *Policyholder* in writing at least 60 days in advance of any premium rate changes. A change may take effect on an earlier date if both the *Policyholder* and *We* agree.

POLICY TERMINATION

Who may cancel the Policy or a plan under the Policy?

The Policy or a plan under the Policy can be canceled by the *Policyholder* with 10 days written notice delivered to *Us*. This Policy will terminate for any of the following reasons:

1. If the *Policyholder* fails to pay any premium within the 60-day Grace Period, this Policy will terminate in accordance with the terms set forth in the Grace Period provision.
2. We may terminate this Policy on any premium due date if:
 - a. coverage is *Contributory* and less than 25% of the eligible Employees participate; or
 - b. the *Policyholder* fails to perform any of its obligations that relate to the Policy; or
 - c. the *Policyholder* does not promptly provide *Us* with information that is reasonably required; or
 - d. fewer than 10 *Employees* are insured under the Policy.

If *We* cancel the Policy, for reasons other than the *Policyholder's* failure to pay premium, a written notice will be delivered to the *Policyholder* at least 31 days prior to the cancellation date.

ADDITIONAL PROVISIONS

What happens if an inadvertent error occurs?

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent an Employee from receiving coverage, if he is entitled to coverage under the terms of the Policy; or
2. Cause coverage to begin or coverage to continue for an Employee when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about an Employee that is incorrect, *We* will:

1. Use the facts to decide whether the Employee has coverage under the Policy and in what amounts; and
2. Make a fair adjustment of the premium.

Will certificates be issued?

We will deliver certificates of insurance to the *Policyholder* for issuance to each insured Employee. The certificates will describe the benefits, to whom they are payable, the Policy limitations and where the Policy may be inspected.

What is considered to be the entire contract?

This entire Policy consists of:

1. all Policy provisions and any amendments and/or attachments issued;
2. the Certificate of Coverage; and
3. the *Policyholder's* signed Application; and
4. the *Employee's* signed enrollment forms.

Can Additional Employees be added to the Group?

Eligible new *Employees* and dependents may be added to the group periodically either when they first become eligible or during the *Policyholder's* regularly scheduled annual enrollment periods, provided they apply for coverage and pay or agree to pay the applicable premium.

RATE ADDENDUM

(All Rates Per \$1,000 Per Month unless otherwise stated)

Term Life: **\$0.39**

Accidental Death & Dismemberment: **\$0.15**

Dependent Life (per dependent unit): **\$1.05**

Supplemental Child Life: **\$0.08**

Supplemental Accidental Death and Dismemberment:

Individual Plan: \$0.04

Family Plan: \$0.55

Supplemental Life for Employee and Spouse:

Age Range	Rate
Under 30	\$.072
30 to 34	\$.081
35 to 39	\$.099
40 to 44	\$.153
45 to 49	\$.252
50 to 54	\$.423
55 to 59	\$.657
60 to 64	\$1.026
65 to 69	\$1.764
70 and Over	\$3.285

STATE SUPPLEMENT

The following policies apply only to those individuals in your group insurance program who reside in the referenced states.

Arizona and Maine

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without giving the individual an opportunity to tell us that he or she does not want us to share his or her personal information.

Minnesota and Montana

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without obtaining the individual's written authorization.

Montana

Upon written request, an individual who has authorized the collection of health information is entitled to receive a record of Dearborn National's disclosures of any of his medical record information made within the preceding 3 years.

Oregon

An individual has the right to authorize disclosure of his or her personal information to an insurance company. An Oregon resident can exercise this right by requesting an authorization form in writing. Our address is:

Dearborn National® Life Insurance Company
1020 31st Street
Downers Grove, IL 60515

Exhibit "C"
AGR16-4288-A1

Rate Schedule for January 1, 2020 through December 31, 2022

Products	Renewal Rates
Life	\$0.039 per \$1,000
AD&D	\$0.015 per \$1,000
Dependent Life	\$1.05 per unit
Supplemental Life	
<30	\$0.072 per \$1,000
30-34	\$0.081 per \$1,000
35-39	\$0.099 per \$1,000
40-44	\$0.153 per \$1,000
45-49	\$0.252 per \$1,000
50-54	\$0.423 per \$1,000
55-59	\$0.657 per \$1,000
60-64	\$1.026 per \$1,000
65-69	\$1.764 per \$1,000
70+	\$3.285 per \$1,000
Supplemental AD&D	\$0.040 per \$1,000
Supp Life(Spouse)	
<30	\$0.072 per \$1,000
30-34	\$0.081 per \$1,000
35-39	\$0.099 per \$1,000
40-44	\$0.153 per \$1,000
45-49	\$0.252 per \$1,000
50-54	\$0.423 per \$1,000
55-59	\$0.657 per \$1,000
60-64	\$1.026 per \$1,000
65-69	\$1.764 per \$1,000
70+	\$3.285 per \$1,000
Supp Life(Child(ren))	\$0.08 per \$1,000
Supplemental AD&D (Family)	\$0.055 per \$1,000