

SERIAL 07031 RFP EMPLOYEE GROUP LEGAL SERVICES

DATE OF LAST REVISION: December 18, 2014 CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2010~~ ~~2013~~ ~~2015~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **EMPLOYEE GROUP LEGAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 22, 2007 (Eff. 07/01/07)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Christopher Bradley, Business Strategies and Health Care Programs
Meg Blankenship, Business Strategies and Health Care Programs



CONTRACT EMPLOYEE GROUP LEGAL SERVICES

SERIAL 07031-RFP

This Contract is entered into this 22ND day of MARCH, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HYATT LEGAL PLANS, INC., a DELAWARE CORPORATION ("Contractor") for the purchase of a legal services plan.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of July, 2007 and ending the 30th day of June, ~~2010 2013 2015~~ 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor on terms satisfactory to both parties, extend the period of this Contract for additional terms up to a maximum of **seven (7)** ~~five (5) three (3)~~ years. The County shall notify the Contractor in writing of its intent to extend the Contract period at least sixty(60) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made monthly based on the County's current (previous month) enrollment. The County shall send the contractor a current self generated invoice, which shall contain the following information: Contract number, description of services, name of employee, employee's social security number and extended totals.
 - 2.2.1 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
 - 2.2.2 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B" scope of services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees (for attorneys retained by Contractor), court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of ~~B++~~ **A+**. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention.

County reserves the right to request and to receive, within 30 working days, certificates of insurance reflecting coverages required under this agreement. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service. (Hyatt is checking with broker)

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$+ **2,000,000** for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2 **4,000,000** General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

4.2.2 Workers' Compensation.

Workers' Compensation and Employer's Liability insurance will comply with the applicable jurisdictions to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract;

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.3 Certificates of Insurance.

4.2.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 30 days notice. **BY SIGNING THIS AGREEMENT THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:
Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:
Hyatt Legal Plans Inc.
Attn: Andrew Kohn
General Counsel/Vic President of Operations
1111 Superior Avenue
Cleveland, Ohio 44114

4.4 REQUIREMENTS CONTRACT:

4.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues enrollment form.

4.5 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. If County agrees to the adjusted price terms, County shall issue written approval of the change.

4.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract after written notice with 30 days to cure. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be

delivered to the County on demand except Contractor's proprietary documents and trade secrets, any materials prepared by an attorney for a legal plan member and any materials that if delivered would violate attorney client confidential information or privilege.

4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

Except for the Plan Attorneys, which the county acknowledges will provide the legal services under the plan, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

4.15.1 **In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

- 4.15.2 **If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**
- 4.15.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

4.16 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.17 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.18 **ALTERNATIVE DISPUTE RESOLUTION:**

4.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.18.1.1 Render a decision;

4.18.1.2 Notify the parties that the exhibits are available for retrieval; and

4.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for

attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder except Contractor's proprietary documents and trade secrets, any materials prepared by an attorney for a legal plan member and any materials that if delivered would violate attorney client confidential information or privilege.

4.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.23 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.23.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.**

4.23.2 **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time**

and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

4.25 **CONTRACTOR LICENSE REQUIREMENT:**

4.25.1 **The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.**

4.25.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

4.26 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

4.26.1 **The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:**

4.26.1.1 **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**

4.26.1.2 **have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

4.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

4.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.27 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

4.28 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.29 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.29.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

W. H. Brooks

AUTHORIZED SIGNATURE

William H. Brooks, CEO

PRINTED NAME AND TITLE

1111 SUPERIOR AVE., CLEVELAND, OH

ADDRESS

3/26/07

DATE

MARICOPA COUNTY

BY: [Signature]
DIRECTOR, MATERIALS MANAGEMENT

3/30/07
DATE

APPROVED AS TO FORM:

[Signature]
DEPUTY MARICOPA COUNTY ATTORNEY

4/6/07
DATE

**EXHIBIT A
PRICING**

SERIAL 07031
PRICING SHEET: NIGP CODE 91874

BIDDER NAME: HYATT LEGAL PLANS INC.

VENDOR # : _____

BIDDER ADDRESS: 1111 SUPERIOR AVENUE, CLEVELAND, OHIO, 44114-2507

BIDDER PHONE #: 1-800-423-0300

BIDDER FAX #: 216-694-4305

COMPANY WEB SITE: WWW.LEGALPLANS.COM

COMPANY CONTACT (REP): ~~DAVID A. SEED~~ **Dave Karam**

E-MAIL ADDRESS (REP): DSEED@LEGALPLANS.COM
dkaram@legalplans.com

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PAYMENT TERMS:
NET 10 AFTER PAY PERIOD DEDUCTION

1.0 PRICING: PER MONTH
1.1 EMPLOYEE LEGAL PLAN SERVICES \$ 15.75

PRICING SHEET: NIGP 91874

Terms: NET 10 After pay period deduction

Vendor Number: W000009674 X

Telephone Number: ~~216/241-0022~~ **2016/535-4380**

Fax Number: 216/694-2507

Contact Person: ~~Andrew Kohn~~ **Dave Karam**

E-mail Address: akohn@legalplans.com dkaram@legalplans.com

Company Web Site: www.legalplans.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2010 2013 2015 2017.**

**EXHIBIT B
HYATT LEGAL SERVICES**

1.0 INTENT:

To provide employees and their dependents a group legal plan ("Plan").

2.0 SCOPE OF SERVICES:

2.1 DEFINITIONS:

- 2.1.1 "Employee" means those employees of the County who have elected to participate in the Plan under rules established by the County.
- 2.1.2 "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by the County.
- 2.1.3 "Covered Services" means those personal legal services that HLP provides for Participants as set forth in this exhibit.
- 2.1.4 "Excluded Services" are those legal services that are not provided under the Plan. They include the following: (1) employment-related matters, including company or statutory benefits; (2) matters involving the employer, MetLife[®] and affiliates, or Plan Attorneys; (3) matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents, (4) appeals and class actions; (5) farm and business matters, including rental issues when the Participant is the landlord; (6) patent, trademark and copyright matters; (7) costs or fines; (8) frivolous or unethical matters and (9) matters for which an attorney-client relationship exists prior to the Participant becoming eligible for plan benefits.
- 2.1.5 "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.
- 2.1.6 Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-plan attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-Plan Attorney selected by the Participant, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-plan attorneys.

2.2 RESPONSIBILITIES:

- 2.2.1 The County shall certify to HLP the eligibility of each Employee on a monthly basis, using mutually agreeable procedures. HLP shall be paid for those Employees the County reports as eligible. Eligibility shall be determined under rules established by the County, but under no circumstances shall the County establish a rule of eligibility, which would require HLP to provide for legal services to a Participant for whom HLP is not receiving payments from the County.
- 2.2.2 The County shall remit its payments to HLP monthly, said payments being received by HLP no later than the tenth day following the period for which services are to be provided. HLP shall have no obligation to provide services under this Agreement if payment is not received on time.
- 2.2.3 Plan Attorneys shall neither request nor accept additional compensation of any nature from Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and any payments disbursed to third parties shall be paid by the Participant. A Participant shall have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. Participants have the right to retain, at their own expense, any attorney authorized to practice law in their state.

- 2.2.4 HLP shall indemnify and hold harmless the County against any claim, judgment or liability resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services under the Plan or from any alleged negligence or misconduct on the part of HLP in the performance or omission of any responsibility assumed under this Agreement.
- 2.2.5 The County shall offer the legal plan to its employees once each year as part of its flexible benefits program and payroll deduction system. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year.
- 2.2.6 The County shall make all determinations whether a person is an eligible Employee and HLP shall accept and rely on such determinations.
- 2.2.7 County shall be responsible for printing and distributing a plan description to Employees. HLP shall provide the plan description text.
- 2.2.8 The County shall distribute enrollment materials to benefit eligible employees and HLP will be the only legal plan offered.
- 2.2.9 The County shall be responsible for any filings required by Department of Labor or other agencies of the federal government. Upon request, HLP shall provide the County with information necessary to make such filings.
- 2.2.10 HLP shall make all determinations whether a Participant's matter is a Covered Service or Excluded Service. HLP shall provide an impartial review and a letter explaining the reason for its determination to any Participant requesting such an explanation.

2.3 **Definition of Covered Services**

2.3.1 **ADVICE AND CONSULTATION:**

2.3.1.1 **Office Consultation:**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

2.3.1.2 **Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee

statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation

2.3.2 CONSUMER PROTECTION

2.3.2.1 Consumer Protection Matters

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction. The controversy must be evidenced by a written document such as a sales slip, contract, note or warranty. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

2.3.2.2 Small Claims Assistance

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

2.3.3 DEBT MATTERS

2.3.3.1 Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It does not include vacating a judgment; counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

2.3.3.2 Identity Theft Defense

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

2.3.3.3 Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

2.3.3.4 Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

2.3.4 DEFENSE OF CIVIL LAWSUITS

2.3.4.1 Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident.

2.3.4.2 Civil Litigation Defense

This service covers the Participant in defense of arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

2.3.4.3 Incompetency Defense

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

2.3.5 DOCUMENT PREPARATION

2.3.5.1 Affidavits

This service covers preparation of any affidavit in which the Participant is the person making the statement

2.3.5.2 Deeds

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

2.3.5.3 Demand Letters

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

2.3.5.4 Mortgages

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

2.3.5.5 Notes

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

2.3.5.6 Document Review

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

2.3.6 FAMILY LAW

2.3.6.1 Name Change

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

2.3.6.2 Premarital Agreement

This service covers the preparation of an agreement by an Employee and his or her fiancé(e) prior to their marriage, outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé(e) must have separate counsel or must waive representation.

2.3.6.3 Protection from Domestic Violence

This service covers the Employee only, not the spouse or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

2.3.6.4 Uncontested Adoption

This service covers all uncontested governmental agency and stepparent adoptions for the Employee and spouse. If an adoption becomes contested, the Employee or spouse must pay all additional legal fees.

2.3.6.5 Uncontested Guardianship or Conservatorship

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Plan Member or spouse is appointed guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. If the proceeding becomes contested, the Plan Member or spouse must pay all additional legal fees. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.

2.3.7 IMMIGRATION

2.3.7.1 Immigration Assistance

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

2.3.8 PERSONAL INJURY

2.3.8.1 Personal Injury (25% Network Maximum)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

2.3.9 REAL ESTATE MATTERS

2.3.9.1 Boundary or Title Disputes (Primary Residence)

This service covers negotiations and litigation arising from boundary or title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies.

2.3.9.2 Eviction and Tenant Problems (Primary Residence – Tenant Only)

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

2.3.9.3 Home Equity Loans (Primary Residence)

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

2.3.9.4 Property Tax Assessment (Primary Residence)

This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to prosecute an appeal of the assessment.

2.3.9.5 Refinancing of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in refinancing of or in obtaining a home equity loan on a Participant's primary residence. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property, rental property or property held for business or investment.

2.3.9.6 Sale or Purchase of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

2.3.9.7 Zoning Applications

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

2.3.10 TRAFFIC AND CRIMINAL MATTERS

2.3.10.1 Juvenile Court Defense

This service covers the defense of an Employee's dependent child in any juvenile court matter, provided there is no conflict of interest with the Employee, in which case this service provides an attorney for the Employee only.

2.3.10.2 Traffic Ticket Defense (No DUI)

This service covers representation of the Participant in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

2.3.10.3 Restoration of Driving Privileges

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

2.3.11 WILLS AND ESTATE PLANNING

2.3.11.1 Living Trusts

This service covers the preparation of a living trust for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

2.3.11.2 Living Wills

This service covers the preparation of a living will for the Participant.

2.3.11.3 Powers of Attorney

This service covers the preparation of any power of attorney when the Participant is granting the power.

2.3.11.4 Probate (10% Network Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

2.3.11.5 Wills and Codicils

This service covers the preparation of a will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.