

**SERIAL 07053 RFP EMPLOYEE LONG TERM CARE INSURANCE**

**DATE OF LAST REVISION: September 05, 2007 CONTRACT END DATE: September 30, 2010**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2010**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **EMPLOYEE LONG TERM CARE INSURANCE**

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 **September 05, 2007**.

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, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Diane Golat, Employee Health Initiatives  
Pat Vancil, Employee Health Initiatives  
Materials Management



## CONTRACT PURSUANT TO RFP

**SERIAL 07053-RFP**

This Contract is entered into this 5<sup>th</sup> day of SEPTEMBER, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Metropolitan Life Insurance Company ("Contractor") as the agreement between the parties that the County will sponsor an arrangement under which Contractor will make available to certain employees and other eligible individuals the opportunity to apply for and receive coverage under policies of long-term care insurance issued by Contractor (LTCI Policies").

### 1.0 TERM

- 1.1 This term of this agreement will be Three (3) years, beginning on the 5<sup>th</sup> day of SEPTEMBER, 2007 and ending the 30<sup>th</sup> day of SEPTEMBER, 2010.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) years each. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) 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 rates(s) stated in Exhibit "A". Employees who enroll in the plan and leave the County will be invoiced directly and be responsible for their own payment.
- 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 County identification 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/](http://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 make available to certain employees and other eligible individuals the opportunity to apply for coverage under its LTCI Policies. Any underwriting of applicants and provision of coverage under LTCI Policies issued by Contractor to employees and other eligible individuals are carried out by Contractor for such employees and eligible individuals pursuant to

the terms of Contractor's underwriting procedures and LTCI Policies as approved by various state insurance departments and are not duties required by or subject to this Contract see Exhibit "B"..

4.0 INDEMNIFICATION AND INSURANCE

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 damages, losses and expenses (collectively, "Damages"), it or they incur, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, that arise as a direct result of the negligent acts, errors, omissions or mistakes of Contractor in making available to certain employees and other eligible individuals the opportunity to apply for coverage under its LTCI Policies. 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 by Contractor in making available to certain employees and other eligible individuals the opportunity to apply for coverage under its LTCI Policies, and shall include any person for whose negligent acts, errors, omissions or mistakes in making available to certain employees and other eligible individuals the opportunity to apply for coverage under its LTCI Policies Contractor is 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++6. 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 and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any certificates of insurance evidencing the herein required insurance. County shall not be obligated, however, to review such certificates or to advise Contractor of any deficiencies in such

certificates, 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 insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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.

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance 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; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have coverage in effect as required by the Contract and certificates as evidence that 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 48 hours notice. **BY SIGNING THE AGREEMENT PAGE 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.

4.2.4.2 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.

4.5 NOTICES:

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

For County:  
Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:  
Metropolitan Life Insurance Company  
LONG TERM CARE  
Attn: Scott Beck  
P.O. BOX 937  
WESTPORT, CT. 06881-0937

4.6 REQUIREMENTS CONTRACT:

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 employee agrees to purchase the product.

4.7 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.

4.8 TERMINATION FOR DEFAULT:

4.8.1 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to negotiate with Contractor to add services provided under this Contract. If additional services are provided under this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

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.

**4.11 AMENDMENTS:**

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

**4.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to the LTCI Policies this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. 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.

If the Contractor's books, records and other documents 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.

**4.13 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.

**4.14 ALTERNATIVE DISPUTE RESOLUTION:**

4.14.1 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:

4.14.1.1 Render a decision;

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

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

4.14.2 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.

4.14.3 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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

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

CONTRACTOR  
  
AUTHORIZED SIGNATURE  
Scott A. Berk Vice President  
PRINTED NAME AND TITLE

200 Park Ave, 12th Floor, New York, NY 10016  
ADDRESS

8/15/07  
DATE

MARICOPA COUNTY  
BY:   
CHAIRMAN, BOARD OF SUPERVISORS

SEP 13 2007  
DATE

ATTESTED:  
  
CLERK OF THE BOARD 09/05/07

SEP 13 2007  
DATE

APPROVED AS TO FORM:  
  
DEPUTY MARICOPA COUNTY ATTORNEY

9/10/07  
DATE

**EXHIBIT A  
PRICING**

SERIAL 07053  
PRICING SHEET: NIGP CODE 95337

BIDDER NAME:	METROPOLITAN LIFE INSURANCE COMPANY, LONG TERM CARE
VENDOR # :	W000010306
BIDDER ADDRESS:	P.O. BOX 937 , WESTPORT, CT. 06881-0937
BIDDER PHONE #:	800-638-0051
COMPANY WEB SITE:	<a href="http://WWW.METROPOLITANLIFE.COM">WWW.METROPOLITANLIFE.COM</a>
COMPANY CONTACT (REP):	SCOTT BECK
E-MAIL ADDRESS (REP):	gtruskowski@metlife.com
LOCAL CONTACT INFORMATION	
BIDDER ADDRESS:	8700 EAST VIA DE VENTURA, SCOTTSDALE AZ. 85258
BIDDER PHONE #:	480-556-3925
COMPANY CONTACT (REP):	AMY SHUCKHART
E-MAIL ADDRESS (REP):	ASHUCKHART@METLIFE.COM

PAYMENT TERMS: NET 30 AFTER PAY PERIOD DEDUCTION

**1.0 PRICING:**

**1.1 LONG TERM CARE INSURANCE  
PREMIUM**

**PEPM**

**PREMIUM GIVEN WHEN POLICY WAS ISSUED**

**1.2 PREMIUM DISCOUNT**

**5%**

**EXHIBIT B**

**METLIFE'S LTC WORKPLACE EDGE<sup>SM</sup> LONG-TERM CARE INSURANCE SUMMARY  
FOR MARICOPA COUNTY (SERIAL 07053-EXHIBIT B)**

The policy described below is intended to be a Qualified Long-Term Care Insurance Contract in accordance with the Health Insurance Portability and Accountability Act of 1996.

FEATURES/PROVISIONS	DESCRIPTION
<b>GROUP NUMBER</b>	TBD
<b>ENROLLMENT PERIOD</b>	10/1/2007 – 11/30/2007
<b>EFFECTIVE DATE</b>	December 1, 2007
<b>ELIGIBLE PARTICIPANTS</b>	<ul style="list-style-type: none"> <li>• Employees and spouses</li> <li>• Parents and parents-in-law (including Step)</li> <li>• Retirees and spouses</li> <li>• Adult children age 18 and older</li> <li>• Grandparents and grandparents-in-law</li>   <li>• No linkages for enrollment</li> <li>• Issue age 18 - 84</li> </ul>
<b>UNDERWRITING</b>	<ul style="list-style-type: none"> <li>• Simplified Underwriting for employees age 65 and younger who are actively at work on the date they sign the application</li> <li>• Simplified Underwriting for new hires age 65 and younger within 90 days of hire who are actively at work on the date they sign the application</li> <li>• Modified Underwriting for all other eligible participants</li> </ul>
<b>PRE-EXISTING CONDITION LIMITATION</b>	None
<b>COVERED SERVICES</b>	<p><b>Comprehensive Coverage</b></p> <ul style="list-style-type: none"> <li>• Nursing Home (skilled, intermediate and custodial care in a licensed Nursing Home or Alzheimer's facility)</li> <li>• In-Patient Hospice Care*</li> <li>• Needs Assessment</li> <li>• Assisted Living Facility (or Alzheimer facility)</li> <li>• Home Care Services                             <ul style="list-style-type: none"> <li>- services from a licensed Home Care Agency for: R.N., L.P.N., L.V.N., Home Health Aide, Physical, Respiratory, Occupational and Speech Therapists, Social Workers, Care Advisor and Homemaker services,</li> <li>- Adult Day Care</li> <li>- At-Home Hospice Care*</li> <li>- Ongoing Advisory Services</li> <li>- Respite Services (21 days per Policy year)*</li> </ul> </li> <li>• Informal Caregiver Training* (train an informal caregiver, such as a family member, to provide care at home)</li> </ul> <p>*Hospice Care, Respite Services and Informal Caregiver Training can be accessed during the Elimination Period.</p> <p><b>State Variation:</b> MA: Insureds must satisfy the elimination period for receipt of Respite Care and Hospice Care benefits.</p>
<b>ALTERNATE SERVICES BENEFIT</b>	A MetLife Nurse Care Manager can authorize benefits for qualified long-term care services not specifically covered under the plan. Services must be qualified, must meet the needs of the covered person, and must be a cost effective alternative.
<b>BENEFIT PAYMENT MODEL</b>	Daily Reimbursement. The Core Plans include an Indemnity Rider (the full DBA available at time of claim will be paid for covered services received, regardless of the actual cost of these services).

FEATURES/PROVISIONS	DESCRIPTION																						
<p><b>THREE PRE-PACKAGED PLANS IN ENROLLMENT MATERIALS</b></p>	<table border="0" style="width: 100%; text-align: center;"> <tr> <td></td> <td><b>Plan I</b></td> <td><b>Plan II</b></td> <td><b>Plan III</b></td> </tr> <tr> <td>Maximum Daily Benefit Amount:</td> <td>\$100</td> <td>\$150</td> <td>\$200</td> </tr> <tr> <td>Benefit Period:</td> <td>3 years</td> <td>3 years</td> <td>3 years</td> </tr> <tr> <td>Total Lifetime Benefit:</td> <td>\$109,500</td> <td>\$164,250</td> <td>\$219,000</td> </tr> <tr> <td>Elimination Period*:</td> <td>100 days</td> <td>100 days</td> <td>100 days</td> </tr> </table> <p>The Core Plans include the Calendar Day Rider (covered services are not required to satisfy the Home Care Elimination Period) and the Indemnity Rider (the full DBA will be paid for covered services received, regardless of the actual cost of those services).  <b>State Variation:</b> 100-day elimination period is not available in GA. GA residents will have a 45-day elimination period.</p>				<b>Plan I</b>	<b>Plan II</b>	<b>Plan III</b>	Maximum Daily Benefit Amount:	\$100	\$150	\$200	Benefit Period:	3 years	3 years	3 years	Total Lifetime Benefit:	\$109,500	\$164,250	\$219,000	Elimination Period*:	100 days	100 days	100 days
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Elimination Period*:	100 days	100 days	100 days																				
<p><b>MAXIMUM DAILY BENEFIT AMOUNT (DBA)</b></p>	<ul style="list-style-type: none"> <li>• Reimburses 100% of the Maximum Daily Benefit Amount (DBA) available at time of claim for Covered Services, regardless of the actual cost of services.</li> <li>• Respite services covered for 21 days per Policy year at 100% of the DBA.</li> <li>• Informal Caregiver Training up to five times the DBA, per lifetime.</li> </ul> <p>An applicant may customize a Policy by choosing a DBA ranging from \$50<sup>1</sup> - \$400<sup>2</sup>, in \$10 increments. Further, an applicant may choose to reimburse Home and Community Care and Assisted Living Facilities at 50% or 75% or 100<sup>3</sup>% of the DBA selected. If an applicant customizes a Policy the actual cost of services up to the DBA selected will be reimbursed.</p> <p><b>State Variations:</b> CA: DBA ranges from \$90 to \$400. Also, 50% home and community care reimbursement is not available.  KS, RI, and SC: Only 100% of the DBA is offered for home care and assisted living facilities.  MA: A MassHealth (Medicaid) Qualified Plan is issued automatically if the DBA is at least \$125  MD: Assisted Living Facilities must be reimbursed at the same level as the Nursing Home.  NY: DBA ranges from \$70 to \$400 Upstate; \$100 - \$400 metro.  WI: DBA ranges from \$60 to \$400.</p>																						
<p><b>BENEFIT PERIOD</b></p>	<p>An applicant may customize a Policy by choosing a 2<sup>4</sup>, 3, 4, 5, 7 years or Unlimited Benefit Period<sup>5</sup>. The Unlimited Benefit Period is not available to applicants age 80 or older<sup>6</sup>.  <b>State Variations:</b> AZ, MA: A 2-year Benefit Period is not available.</p>																						
<p><b>BENEFIT ELIGIBILITY CRITERIA</b></p>	<p>Insureds will be considered for benefit eligibility when they have been certified by a licensed health care practitioner as being chronically ill. Chronically ill means:</p> <ul style="list-style-type: none"> <li>• Expected to be unable to perform (without substantial assistance from another individual) at least 2 of the 6 ADLs (bathing, continence, dressing, eating, toileting, transferring) for a period of at least 90 days due to a loss of functional capacity.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Having a severe cognitive impairment that requires substantial supervision to protect such individuals from threats to health and safety.</li> </ul> <p>Benefits will be paid for services included in a Plan of Care prescribed by a licensed health care practitioner.</p> <p>MetLife covers disabilities resulting from organic brain diseases, including Alzheimer’s disease and similar disorders. The Policy also covers dependencies resulting from brain diseases which are not organically based, as long as the insured meets the benefit eligibility criteria. MetLife does not attempt to identify the cause of disability or mental disorder. The presence of many interrelated factors makes it difficult to isolate cause and thus, to administer a Policy which excludes mental or nervous disorders.</p>																						

<sup>1</sup> The DBA minimum may vary by state.

<sup>2</sup> The maximum DBA available with Simplified Underwriting is \$300.

<sup>3</sup> The DBA percentage offering may vary by state.

<sup>4</sup> The 2-year Benefit Period may not be available in all states.

<sup>5</sup> The maximum Benefit Period available with Simplified Underwriting is 5 years.

<sup>6</sup> The requirement age may vary by state.

FEATURES/PROVISIONS	DESCRIPTION
<p><b>ELIMINATION PERIOD FOR BENEFITS</b></p>	<ul style="list-style-type: none"> <li>• Must be benefit eligible and receiving Covered Services</li> <li>• The Core Plans Include the Calendar Day Rider (receipt of Covered Services is not required to satisfy the Home Care Elimination Period)</li> <li>• The Elimination Period only needs to be satisfied once. Once a day of the Elimination Period is satisfied, that day is satisfied for the life of the Policy.</li> <li>• No Elimination Period is required for Hospice Care, Respite Care, Needs Assessment or Informal Caregiver Training. Receipt of these services will not count toward satisfying the Elimination Period.</li> <li>• Days of Home Care Covered Services received count toward satisfying the Facility Elimination Period.</li> </ul> <p>An applicant may customize a Policy by choosing a 20, 45, or 100 day Elimination Period.</p> <p><b>State Variations:</b> MA: Insureds must satisfy the Elimination Period for receipt of Respite Care and Hospice Care benefits. Also, any benefits that reduce the Total Lifetime Benefit, i.e., Respite Care, Hospice Care and Informal Caregiver Training, will count toward satisfaction of the elimination period. GA: The 100-day Elimination Period is not available.</p>
<p><b>PREMIUM WAIVER</b></p>	<p>Premium payments are waived the first of the month coincident with or following the date benefits begin for Primary Services.</p>
<p><b>BENEFIT INCREASE RIDERS<sup>7</sup></b></p>	<p>The applicant may choose one of the following Benefit Increase Riders:</p> <ul style="list-style-type: none"> <li>• <b>Future Purchase Option (FPO)<sup>8</sup>:</b> <ul style="list-style-type: none"> <li>- Current DBA and remaining TLB will automatically increase by 5% per year compounded annually</li> <li>- Premiums will also increase based on attained age</li> <li>- Increases continue as long as the insured has not declined the increase two times in a row. Increases can resume at any time at insured's request. Evidence of good health is not required.</li> <li>- Offer is made regardless of claim history, age or length of participation in the plan. Increases are not available if insured is eligible for benefits at the time of the increase.</li> </ul> </li> <li>• <b>Automatic Compound Inflation Rider:</b> <ul style="list-style-type: none"> <li>- DBA and remaining TLB automatically increase by 5% compounded annually</li> <li>- Pre-funded so premiums do not increase as benefits do</li> <li>- Increases the <b>DBA in force</b> at the time of the increase</li> </ul> </li> <li>• <b>Automatic Simple Inflation Rider:</b> <ul style="list-style-type: none"> <li>- DBA and remaining TLB automatically increase by 5% compounded annually</li> <li>- Pre-funded so premiums do not increase as benefits do</li> <li>- Increases the <b>original DBA</b></li> </ul> </li> </ul> <p><b>State Variations:</b>  <b>Future Purchase Rider</b>            CT: Increases are made without regard to claim status. Also, this Rider terminates if the insured refuses 2 consecutive offers, and cannot be reinstated.            IN: Increases are made without regard to claim status. Also, this Rider terminates if the insured refuses 2 consecutive offers, and cannot be reinstated.            PA: The Future Purchase Rider is not available.  <b>Automatic Compound Inflation Protection Rider</b>            CA, LA: The Automatic Compound Inflation Rider is calculated without regard to benefits paid. Nonforfeiture coverage will continue to inflate with this Rider.            WI: A 3% Automatic Compound Inflation Protection Rider is also available.  <b>Automatic Simple Inflation Protection Rider</b>            OH: The Automatic Simple Inflation Rider is referred to as the 5% Automatic Simple Benefit Increase Rider.            CA: The Automatic Simple Inflation Rider is referred to as the 5% Automatic Simple Benefit Increase Rider. Nonforfeiture coverage will continue to inflate with this Rider.            DE, IN, WI: The Automatic Simple Inflation Protection Rider is not available.</p>

<sup>7</sup> Optional Riders may vary by state.

FEATURES/PROVISIONS	DESCRIPTION
<p><b>NONFORFEITURE FEATURE</b></p>	<p>The following Nonforfeiture Feature is offered as an option to each participant<sup>9</sup>.</p> <p><b>NAIC Standard Nonforfeiture Protection</b></p> <ul style="list-style-type: none"> <li>Insureds who have paid premiums for at least three years and elect to stop making payments will be entitled to limited coverage with a reduced Total Lifetime Benefit.</li> <li>The feature provides the Maximum DBA in effect at the time of lapse, with a Total Lifetime Benefit based on the greater of the total amount of premiums paid or 30 times the DBA in effect at the time of lapse.</li> </ul> <p><b>State Variations:</b></p> <p>CA: If premiums have been paid for 10 years or more, the nonforfeiture benefit is the greater of the total premiums paid or 90 times the Daily Benefit Amount. Also, nonforfeiture coverage will continue to inflate if the insured has the Automatic Compound Inflation Protection Rider or the Automatic Simple Benefit Increase Rider.</p> <p>MD: This rider provides limited coverage if premiums for the policy, including premiums for this Rider, have been paid for at least five (5) full Policy Years and the policy ends because of nonpayment of premiums or the Insured's written request to cancel the policy.</p> <p>The same benefit amounts as those payable under the policy in effect immediately prior to the nonforfeiture date will be payable under this Rider, except that the Total Lifetime Benefit will be reduced to that which can be provided by the Nonforfeiture Value applied as a net single premium.</p> <p>Nonforfeiture Value means a percentage of premiums actually paid for this policy, not including any premiums waived or any portion of premium which was paid for Nonforfeiture Coverage under the terms of this Rider. The Nonforfeiture Value will be not less than twenty-eight (28) percent at the end of five (5) full Policy Years, and will increase by one (1) percent for each completed quarter Policy Year that the policy is in effect thereafter. Increases in the Nonforfeiture Value will end on the earlier of: (a) the end of the completed policy quarter in which the Nonforfeiture Value is eighty (80) percent; or (b) the Policy Anniversary on which the Insured is eighty (80) years old.</p> <p>The total Benefits available under the policy after the nonforfeiture date will not be more than the remaining Total Lifetime Benefit when the policy ended because of nonpayment of premiums or the insured's written request to cancel the policy.</p>
<p><b>CONTINGENT BENEFIT UPON LAPSE (CONTINGENT NONFORFEITURE)</b></p>	<p>The Contingent Benefit Upon Lapse feature is included in the Policy at no cost.</p> <p><b>Contingent Benefit Upon Lapse (Contingent Nonforfeiture)</b></p> <ul style="list-style-type: none"> <li>In the event of a Substantial Premium Increase, provides insured with the option to either reduce benefits so premium will not increase, or receive Contingent Nonforfeiture.</li> <li>Under Contingent Nonforfeiture (including lapse), insureds will be entitled to the Maximum DBA in effect at the time of lapse, with a reduced Total Lifetime Benefit based on greater of total premiums paid (or waived) or 30 times the DBA in effect at the time of lapse.</li> <li>The Total Lifetime Benefit will not be greater than Total Lifetime Benefit in effect immediately prior to the nonforfeiture date.</li> </ul> <p>If both the Nonforfeiture Rider and the Contingent Benefit Upon Lapse provisions apply, we will pay benefits under the provision that will provide the higher benefit. We will not pay benefits under both provisions.</p>
<p><b>INTERNATIONAL COVERAGE</b></p>	<p>If an insured is eligible for benefits and is outside of the United States or its territories, we will pay a per diem benefit upon completion of the Elimination Period. The per diem benefit will be equal to 50% of the Home Care Daily Benefit. The per diem benefit will be paid in US dollars. The Elimination Period is two times the Elimination Period for Primary Services, in calendar days. This benefit will be paid subject to Policy maximums.</p>

<sup>8</sup> Not available with the Accelerated Premium Payment Riders.

<sup>9</sup> California and Maryland have a state-specific Nonforfeiture Rider.

FEATURES/PROVISIONS	DESCRIPTION
<b>BED RESERVATION</b>	<ul style="list-style-type: none"> <li>Nursing Home, In-Patient Hospice, and Assisted Living Facility Bed Reservation Benefit up to 50 days per Policy year (insured may leave the facility for any reason)</li> </ul>
<b>ADDITIONAL PLAN FEATURES / PROVISIONS</b>	<ul style="list-style-type: none"> <li>Provider Discounts</li> <li>Reinstatement Provision</li> <li>Fully Portable</li> <li>Guaranteed Renewable</li> <li>30-day Free Look</li> </ul>
<b>ADDITIONAL PREMIUM DISCOUNTS<sup>10</sup></b>	<p><b>Spousal Discount</b></p> <ul style="list-style-type: none"> <li>A 30% spousal discount applies for each covered spouse (as long as coverage for both policies remains in force).</li> </ul> <p><b>Marital Discount</b></p> <ul style="list-style-type: none"> <li>If only one spouse applies or if one spouse is approved, a 15% marital discount applies. This will not apply if the spousal discount applies.</li> </ul> <p><b>Residential Discount</b></p> <ul style="list-style-type: none"> <li>A 15% discount applies per covered person when two or more covered persons live in the same household (does not apply if spousal discount applies).</li> </ul> <p><b>State Variations:</b>            MT: <b>Spousal and Marital Discounts</b> are not available. <b>Residential Discount</b> is 30%.            NJ: A 20% <b>Spousal Discount</b> applies regardless of whether or not the applicant's spouse is also covered. <b>Marital and Residential Discounts</b> are not available.            NY: <b>Spousal Discount</b> is 25%; <b>Marital Discount</b> is 10%. <b>Residential Discount</b> is not available.</p>
<b>BILLING OPTIONS</b>	<ul style="list-style-type: none"> <li>Payroll Deduction</li> <li>Direct bill               <ul style="list-style-type: none"> <li>Quarterly</li> <li>Semiannual</li> <li>Annual</li> </ul> </li> <li>Automatic Checking Account Deduction</li> </ul>
<b>ACCELERATED PREMIUM PAYMENT RIDERS</b>	<p>These Riders are not available with the Future Purchase Option and will not be available when premiums will be collected using payroll deduction.</p> <p><b>Ten-Year Premium Payment Rider</b>            A higher premium is paid until the 10th Policy anniversary, at which time the Policy becomes completely paid-up.<sup>11</sup></p> <p><b>Paid-up Premiums Rider</b>            A higher premium is paid until the later of the Policy Anniversary following the insured's 65th birthday or after 10 years of payment, at which time the Policy is considered fully paid-up.<sup>12</sup> This Rider must be purchased on or before the insured's 55th birthday.</p> <p><b>Reduced Pay at Age 65 Rider</b>            A higher premium is paid until age 65; on the first Policy anniversary on or after the insured's 65th birthday, premiums are reduced by 50% of the premium paid prior to age 65.</p> <p><b>Double Pay First Year Rider</b>            The premium amount is doubled for the first Policy year in return for 10% or 13% (depending on age) off the regular premium amount each year to follow.</p> <p><b>State Variations:</b>            PA and TX: These Riders are not available.            NJ: The <b>Ten-Year Premium Payment Rider</b>, the <b>Paid-up Premiums Rider</b> and the <b>Reduced Pay at Age 65 Rider</b> are not available.</p>

<sup>10</sup> Discounts may vary by state.

<sup>11</sup> Benefit increases are not paid-up until 10 Policy years from the effective date of the change in benefits.

<sup>12</sup> Benefit increases are not paid-up until the later of the Policy anniversary on or after the insured's 65<sup>th</sup> birthday or 10 Policy years from the effective date of the change.

Features/Provisions	DESCRIPTION
<p><b>Additional Policy Riders</b></p>	<p>If Participants choose to customize a Policy, they may select one or more of the following Optional Riders. Unless noted below, these Riders are not available with the Core Plans.</p> <p><b>Calendar Day Rider</b>            With the Calendar Day Rider, once an insured is eligible for benefits, every day qualified care is received in the home or the community, and days qualified care is not received, will count toward satisfying the Elimination Period for Home and Community Care. Any days qualified home or community care is received will count towards satisfaction of the Facility Elimination Period.</p> <p>Included with this Rider is a Supplemental Items Allowance which pays a maximum lifetime benefit amount of up to 50 times the selected DBA for charges incurred for items such as certain durable medical equipment, and certain home modifications, e.g., for wheelchair access. The Elimination Period does not have to be satisfied for the Supplemental Items Allowance to be paid, as long as the insured is eligible for benefits. <i>This Rider is included in the Core Plans. This Rider is not available with the Home Care Elimination Period Waiver Rider.</i></p> <p><b>Home Care Elimination Period Waiver Rider</b>            This Rider provides a “zero day” Elimination Period for home and community based care. This means Policy benefits can be paid immediately, as long as the insured is eligible for benefits and receiving qualified services. And, the days that home care is provided count towards satisfying the Facility Care Elimination Period. The Supplemental Allowance, described above, is also included with this Rider. <i>This Rider is not available with the Calendar Day Rider.</i></p> <p><b>Indemnity Rider</b>            The Indemnity Rider changes the Policy from a Reimbursement Model to an Indemnity Model. With this rider, MetLife will pay the maximum DBA available at time of claim for Primary Services received without regard to the actual charges incurred for those services. <i>This Rider is included in the Core Plans.</i></p> <p><b>Return/Refund of Premium Rider<sup>13</sup></b>            The Return of Premium Rider returns all premiums paid while coverage is in effect, less any benefits paid or payable by MetLife, to the insured’s estate or designated beneficiary at the time of death, regardless of the insured’s age at death. This Rider must be in force for at least 10 years for premiums to be returned.</p> <p><b>Restoration of Benefits Rider</b>            In some cases, insureds will go into benefit and subsequently recover. This feature restores all or part of the Total Lifetime Benefit. Benefits will be restored if:</p> <ul style="list-style-type: none"> <li>• The Total Lifetime Benefit has not been exhausted;</li> <li>• Premium payments were made for a continuous period of time from the date the Premium Waiver ended; and</li> <li>• Satisfactory proof is provided that the insured was not chronically ill at any time during a minimum period of 180 continuous days.<sup>14</sup></li> </ul> <p><b>State Variations:</b> MA: <b>The Calendar Day Rider</b> and the <b>Home Care Elimination Period Waiver Rider</b> do not include a Supplemental Items Allowance.            TN, MD: The <b>Return/Refund of Premium Rider</b> must be in effect of 4 years before premiums will be returned to the insured’s estate/designated beneficiary.            NJ, PA: The <b>Return/Refund of Premium Rider</b> is not available.</p>

<sup>13</sup> This Rider may not be available in all states.

<sup>14</sup> This feature is not available with Shared Care, the Unlimited Benefit Duration, or the Premier Policy. Any benefits accessed by a covered spouse under the Joint Benefits Riders will not be restored.

Features/Provisions	DESCRIPTION
<p><b>Riders for Couples<sup>15</sup></b></p>	<p>These options may be purchased at any time, subject to evidence of insurability.</p> <p><b>Shared Care Rider<sup>16</sup></b>                      The Shared Care Rider gives couples the flexibility to draw on each other's Total Lifetime Benefit.<sup>17</sup> If one spouse exhausts his/her Total Lifetime Benefit, (s)he can access benefits from the other spouse's Policy (except for Supplemental Services). And, in the event of the death of one spouse, the remaining Total Lifetime Benefit of the deceased spouse will become fully available to the other spouse, with no increase in premium.</p> <p><b>Paid-up Survivorship Rider<sup>18</sup></b>                      The Paid-up Survivorship Rider provides financial relief for a surviving spouse when the other spouse dies. If one spouse dies, the survivor's Policy will be completely paid up as long as this Rider has been in effect for at least 10 years for both covered spouses and neither spouse received benefits during this time.<sup>1519</sup></p> <p><b>State Variations:</b>                      NH, NY: Do not allow the purchase of the <b>Shared Care Rider</b> with Policies with a Benefit Period of less than 3 years.  <b>Shared Care Rider:</b> MA, NH: Require that a minimum of 24 months of coverage remain available under the insured's policy for the insured's use.</p> <p><b>The Paid-up Survivorship Rider is not available in WA.</b></p>
<p><b>EXCLUSIONS</b></p>	<p>This Policy does not provide benefits for the following:</p> <ul style="list-style-type: none"> <li>• Treatment of alcoholism or drug addiction (chemical dependency), unless the addiction was due to drug(s) taken on the advice of a physician;</li> <li>• Any care received while in a hospital, except in a unit specifically designated as a Nursing Home or Hospice Facility;</li> <li>• Any injury or sickness that results from:                             <ul style="list-style-type: none"> <li>– any war or act of war (whether declared or undeclared);</li> <li>– participation in a felony, riot or insurrection</li> </ul> </li> <li>• Any intentionally self-inflicted injury;</li> <li>• Services provided by a member of the insured's immediate family;</li> <li>• Any care or service received outside of the United States and its territories, except as described in the International Benefit section;</li> <li>• Any service or supply to the extent the expense for it is reimbursable under Medicare, or would be reimbursable but for the application of a deductible, coinsurance or copayment amount. This exclusion will not apply where Medicare is secondary payer under applicable law, to benefits paid under the International Benefits section, or with the Indemnity Rider;</li> <li>• Treatment received in a government facility (unless otherwise required by law); services for which benefits are available under a government program (except Medicaid); or services for which no charge is normally made in the absence of insurance.</li> </ul>

<sup>15</sup> "Couples" includes spouses.

<sup>16</sup> May contain limitation in certain states.

<sup>17</sup> The couple must purchase and maintain identical coverage, and must elect the Shared Care Rider to be eligible to receive this benefit. Premiums are due for any increases in coverage after the Policy is paid-up.

<sup>18</sup> This Rider may not be available in all states.

<sup>19</sup> Premiums are due for any increases in coverage after the Policy is paid-up.

STATE VARIATIONS	Description
	<p><b>Eligible Participants:</b></p> <p><b>Covered Services:</b>  <b>MA:</b> Insureds must satisfy the elimination period for receipt of Respite Care and Hospice Care benefits.</p> <p><b>Daily Benefit Amount:</b>  <b>CA:</b> DBA ranges from \$90 to \$400. Also, 50% home and community care reimbursement is not available.  <b>KS, RI, and SC:</b> Only 100% of the DBA is offered for home care and assisted living facilities.  <b>MA:</b> A MassHealth (Medicaid) Qualified Plan is issued automatically if the DBA is at least \$125  <b>MD:</b> Assisted Living Facilities must be reimbursed at the same level as the Nursing Home.  <b>NY:</b> DBA ranges from \$70 to \$400 Upstate; \$100 - \$400 metro.  <b>WI:</b> DBA ranges from \$60 to \$400.</p> <p><b>Benefit Period:</b>  <b>AZ and MA:</b> A 2-year benefit period is not available.</p> <p><b>Elimination Period for Benefits:</b>  <b>MA:</b> Insureds must satisfy the Elimination Period for receipt of Respite Care and Hospice Care benefits. Also, any benefits that reduce the Total Lifetime Benefit, i.e., Respite Care, Hospice Care and Informal Caregiver Training, will count toward satisfaction of the elimination period.  <b>GA:</b> The 100-day elimination period is not available.</p> <p><b>Benefit Increase Riders:</b>  <b>Future Purchase Rider:</b>  <b>CT:</b> Increases are made without regard to claim status. Also, this Rider terminates if the insured refuses 2 consecutive offers, and cannot be reinstated.  <b>IN:</b> Increases are made without regard to claim status. Also, this Rider terminates if the insured refuses 2 consecutive offers, and cannot be reinstated.  <b>PA:</b> The Future Purchase Rider is not available.</p> <p><b>Automatic Compound Inflation Protection Rider:</b>  <b>CA, LA:</b> The Automatic Compound Inflation Rider is calculated without regard to benefits paid.  <b>WI:</b> A 3% Automatic Compound Inflation Protection Rider is also available.</p> <p><b>Automatic Simple Inflation Protection Rider:</b>  <b>CA, OH:</b> The Automatic Simple Inflation Rider is referred to as the 5% Automatic Simple Benefit Increase Rider.  <b>DE, IN, WI:</b> The Automatic Simple Inflation Protection Rider is not available.</p> <p><b>Nonforfeiture Rider:</b>  <b>CA:</b> If premiums have been paid for 10 years or more, the nonforfeiture benefit is the greater of the total premiums paid or 90 times the Daily Benefit Amount. Also, nonforfeiture coverage will continue to inflate if the insured has the Automatic Compound Inflation Protection Rider.  <b>MD:</b> This rider provides limited coverage if premiums for the policy, including premiums for this Rider, have been paid for at least five (5) full Policy Years and the policy ends because of nonpayment of premiums or the Insured's written request to cancel the policy.</p> <p>The same benefit amounts as those payable under the policy in effect immediately prior to the nonforfeiture date will be payable under this Rider, except that the Total Lifetime Benefit will be reduced to that which can be provided by the Nonforfeiture Value applied as a net single premium.  Nonforfeiture Value means a percentage of premiums actually paid for this policy, not including any premiums waived or any portion of premium which was paid for Nonforfeiture Coverage under the terms of this Rider. The Nonforfeiture Value will be not less than twenty-eight (28) percent at the end of five (5) full Policy Years, and will increase by one (1) percent for each completed quarter Policy Year that the policy is in effect thereafter. Increases in the</p>

STATE VARIATIONS	Description
	<p>Nonforfeiture Value will end on the earlier of: (a) the end of the completed policy quarter in which the Nonforfeiture Value is eighty (80) percent; or (b) the Policy Anniversary on which the Insured is eighty (80) years old.</p> <p>The total Benefits available under the policy after the nonforfeiture date will not be more than the remaining Total Lifetime Benefit when the policy ended because of nonpayment of premiums or the insured's written request to cancel the policy.</p> <p><b>Premium Discounts:</b>  <b>MT:</b> Spousal and Marital Discounts are not available. Residential Discount is 30%.  <b>NJ:</b> A 20% Spousal Discount applies regardless of whether or not the applicant's spouse is also covered. There is no Marital or Residential Discount.  <b>NY:</b> Spousal Discount is 25%; Marital Discount is 10%. Residential discount is not available.</p> <p><b>Accelerated Premium Payment Riders:</b>  <b>PA and TX:</b> These Riders are not available.  <b>Ten-Year Premium Payment Rider, Paid up Premiums Rider, Reduced Pay at Age 65 Rider:</b>  <b>NJ:</b> These Riders are not available.</p> <p><b>Optional Coverage Riders:</b>  <b>The Calendar Day Rider:</b>  <b>MA:</b> This Rider does not include a Supplemental Items Allowance.  <b>The Home Care Elimination Period Waiver Rider:</b>  <b>MA:</b> This Rider does not include a Supplemental Items Allowance.  <b>The Return/Refund of Premium Rider:</b>  <b>TN and MD:</b> This Rider must be in effect for 4 years before premiums will be returned to the insured's estate/designated beneficiary.  <b>NJ, PA:</b> This Rider is not available.  <b>Shared Care Rider:</b>  <b>NH, NY:</b> Do not allow the purchase of this Rider with Policies with a Benefit Period of less than 3 years.  <b>MA, NH:</b> Require that a minimum of 24 months of coverage remain available under the insured's policy for the insured's use.  <b>Paid-up Survivorship Rider:</b>  <b>WA:</b> This Rider is not available.</p>

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SCOTTSDALE, AZ 85258

PRICING SHEET: 9533702

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Vendor Number:	W000001011 X
Telephone Number:	480/627-3925
Fax Number:	480/556-9732
Contact Person:	Scott Beck
E-mail Address:	<a href="mailto:gtruskowski@metlife.com">gtruskowski@metlife.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>September 30, 2010.</b>