

**Bid Tabulation Packet
for
Solicitation GEN2118079P2**

Group Long Term Disability Insurance (rebid)

Bid Designation: Public



Broward County Board of County Commissioners

Lincoln Financial Group

Bid Contact Tim Rappold
ashley.mead@lfg.com
Ph 407-551-2164

Address 1800 Pembroke Drive
Suite 150
Maitland, FL 32810

Bid Notes Annual premium based on current enrollment in the voluntary LTD is \$692,300.28.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118079P2-01-01	Total Group Long Term Disability Insurance	Supplier Product Code: Total Group Long Term Disability Insurance	First Offer - \$692,300.28	1 / lump sum	\$692,300.28	Y Y

Supplier Total \$692,300.28

Lincoln Financial Group

Item: Total Group Long Term Disability Insurance

Attachments

Broward County Proposal.pdf

Pricing Worksheet, GEN2118079P2.xlsx

Evaluation Criteria Response Form GEN2118079P2.pdf

Vendor Reference Verification, GEN2118079P2.pdf

Broward County_Project Specific Vendor Questionnaire GEN2118079P2.docx

PerformanceMeasures, GEN2118079P2.docx

Performance Guarantee - Broward County BOCC.pdf

Plan Design Questionnaire, GEN2118079P2.docx

Insurance Requirements Form - Lincoln Response.docx

Scope of Services - Lincoln Responses.docx

Exceptions.docx

Disability Policy Sample.pdf

COA-Florida.pdf



Broward County Board of County Commissioners

Proposal valid through 02/05/2020

Product Summary
Long Term Disability

Underwritten By Lincoln Life Assurance Company of Boston, a Lincoln Financial Group company



Broward County Board of County Commissioners

Provision	Long Term Disability
Eligibility	Class 1 - All other Members Class 2 - Elected Officials, Administrators, Executive Managers or Professional Employees whose job is classified as exempt under Fair Labor Standards Act.
Minimum Hours Per Week	20 Hours
Eligibility Waiting Period	First of the month following 60 days
Elimination Period	90 days (30 day accumulation period)
Benefit Percentage	60.0%
Maximum Monthly Benefit	\$6,000
Minimum Monthly Benefit	\$100
Benefit Duration	Reducing Benefit Duration
Definition of Disability	Class 1 - 24 Month Own Occupation Class 2 - 60 Month Own Occupation
Integration	Primary/Family
Basic Monthly Earnings Definition	Salary
Pre-Existing Condition Exclusion	3-12
Mental & Nervous Limitation	24 Months
Substance Abuse Limitation	24 Months
Non-Verifiable Limitation	Unlimited
Successive Periods of Disability	6 Months
Partial Disability	Loss of Earnings with Residual
Work Incentive Benefit	12 Months
Survivor Benefit	3 Month Gross Non-Estate Payable
Rehab Incentive	10% Incentive/ 20% Disincentive
Workplace Modification	Greater of \$1,000 or 2 Months Net Benefit
Employee Contributions	Yes - 100 % Post-Tax
FICA	Included in Rate
Participation Requirement	45%

The above represents a summary of the proposed plan of benefits. There may be differences between the current policy language and/or provisions and our policy. Please refer to our sample policy language for specific information regarding the actual benefit provisions.



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Long Term Disability Pricing

Age Bands	Lives	Volume	Rate	Rate Basis	Monthly Premium	Commissions
0-24	19	\$54,176	\$0.150	Per \$100 MCP	\$81.26	
25-29	71	\$255,724	\$0.150	Per \$100 MCP	\$383.59	
30-34	162	\$658,302	\$0.150	Per \$100 MCP	\$987.45	
35-39	226	\$1,006,834	\$0.150	Per \$100 MCP	\$1,510.25	
40-44	284	\$1,352,158	\$0.270	Per \$100 MCP	\$3,650.83	
45-49	368	\$1,821,395	\$0.270	Per \$100 MCP	\$4,917.77	
50-54	448	\$2,197,038	\$0.540	Per \$100 MCP	\$11,864.01	
55-59	505	\$2,605,505	\$0.540	Per \$100 MCP	\$14,069.73	
60-64	370	\$1,948,340	\$0.750	Per \$100 MCP	\$14,612.55	
65-69	107	\$536,975	\$0.900	Per \$100 MCP	\$4,832.78	
70-74	14	\$59,962	\$0.900	Per \$100 MCP	\$539.66	
75-79	5	\$24,199	\$0.900	Per \$100 MCP	\$217.79	
80-84	1	\$2,669	\$0.900	Per \$100 MCP	\$24.02	
85-89			\$0.900	Per \$100 MCP		
90+			\$0.900	Per \$100 MCP		
Estimated Total	2,580	\$12,523,277			\$57,691.69	
Estimated Annual Premium					\$692,300.28	
Effective Date					07/01/2020	
Rate Guarantee					3 Years	



Broward County Board of County Commissioners

Terms & Conditions

The preceding proposal is provided as a summary of the proposed Benefit plan(s). It is not a binding contract. Only the insurance policy contract (if issued) can give the actual terms, coverage, amounts, conditions and exclusions. Should we be selected as the carrier of choice, the contract issued will be the prevailing legal document. Please note the following terms and conditions:

- This proposal assumes a coverage situs state of Florida.
- All policies issued will contain the mandated coverage and legal requirements of the state where issued.
- Rates, premiums and fees shown in this proposal were based on the proposed plan of benefits and census information provided. All policies will be final rated based on updated census provided, the sold plan of benefits and services. We reserve the right to reevaluate proposal terms, rates and conditions should the effective date change. We reserve the right to change rates and premiums if on the effective date or at any time during the policy year:
 - ▶ The number of lives/volume changes by more than +/- 15%;
 - ▶ The plan benefits change;
 - ▶ A division, associated company, or affiliate is added or deleted from this group; or,
 - ▶ The requested level of service changes.
- We reserve the right to reject any plan requiring employee contributions should the minimum participation requirement not be met.
- This proposal assumes a maximum of 5 billing and claim locations. Additional locations may require additional cost.
- Employees must be Actively at Work in order for insurance to become effective.
- A copy of the current carrier's contract or booklet is required at the time of sale in order to provide continuity of coverage and to administer any transfer provision(s).
- Premium payment terms assume remittance of premium will be made within 31 days on a self-accounting basis.
- This quote shows a summary of proposed benefits, rates, and underlying assumptions. It is not part of the group policy or a legal contract.
- Report lives and fees with a self-administered bill format.
- The rates shown are subject to recalculation pending final enrollment, census data, and review of any additional data requested in the proposal.
- We do not give legal or tax advice. Employers and their employees should consult with their own independent legal and tax advisers regarding their particular facts and circumstances and for guidance on all tax matters.
- We are providing this proposal with the understanding it will be presented to customers only by an appropriately licensed and, where required, appointed individual or entity pursuant to applicable state licensing and appointment regulations. Please contact your Group Benefits broker or consultant for assistance.



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Long Term Disability

Standard services provided:

- Accessible resources for the employer and employees.
 - Implementation resource to guide installation and establish communication plan
 - Account manager
 - Disability consultant
 - LTD case managers
- Flexible claim intake options:
 - Online through a customer portal
 - Telephonic (when we have both STD and LTD)
 - Paper
 - Fax
- Three-point contact claim management model: employee, employer, and physician
- Clinical resources including:
 - Medical directors
 - Consulting physicians
 - Nurse case managers
- Seamless transition from STD to LTD (when we have both programs)
- Social Security assistance
- Subrogation and investigative services
- Online tools via a customer portal:
 - Employers: Web-based portal to access claim information, program documents, reports, and service team contact information
 - Employees: Disability claim intake and status lookup
- Reporting Suite:
 - Claim Status
 - Trend
 - Consultative reports
- Employee communications in electronic format
- An electronic copy of the booklet/employee certificates
- Single-source solution for integrated disability management (STD, LTD, FMLA, WC) is available
- Integration with employee assistance program and other preferred providers (disease management, wellness) is available
- Benefit payment calculation and check issue or direct deposit to the claimant (fully insured only)
- Applicable employee FICA, federal, and state income taxes withholding from benefit payments
 - Pre- and post-tax deductions available upon request and assessment
- ERISA appeals management
- Schedule 5500 reporting for accounts with more than 100 employee lives
- Through an employee assistance program (fully insured only):
 - Counseling - telephonic assistance and face-to-face sessions
 - Financial counseling - scheduled phone counseling session and financial worksheet review
 - Legal assistance - telephonic assistance; up to 25% discount on additional services
 - Family information - telephonic and web access (childcare, eldercare, education)

Pricing Worksheet

Group Long Term Disability Insurance (GEN2118079P2)

Employee Age on last January 1st	# Enrolled (Estimated for pricing exercise; will not match actual census)	Estimated In Force Volume (Estimated for pricing exercise; will not match actual census)	MONTHLY Rate per \$100	MONTHLY Premium (Estimated In Force Volume x MONTHLY Rate/\$100)
Under 40	519	\$2,154,600.00	\$0.150	\$3,231.90
40-49	666	\$3,248,200.00	\$0.270	\$8,770.14
50-59	994	\$5,028,000.00	\$0.540	\$27,151.20
60-64	363	\$1,925,500.00	\$0.750	\$14,441.25
65+	121	\$597,000.00	\$0.900	\$5,373.00
TOTAL LONG TERM DISABILITY INSURANCE 2 YEAR COST				\$1,415,219.76

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDS SYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118079P2 - Group Long Term Disability Insurance
Vendor Name	Lincoln Financial Group
Vendor Address	100 Liberty Way, Ste. 100, Dover, NH 03820
Evaluation Criteria	Vendor Response
LOCATION: (MAXIMUM POINTS 5) Refer to Question 1	
Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point. <i>Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's primary business location.</i> <u>Points Value: 5</u>	We have provided the Vendor's Business Location Attestation Form with this proposal.
COMPANY PROFILE, CHARACTERISTICS OF FIRM AND STAFFING: (MAXIMUM POINTS 12) Refer to Questions 2a – 2d	

<p>2a. Provide basic information for the proposing company:</p> <ul style="list-style-type: none"> i. Number of years offering Group Long Term Disability Insurance product; ii. Total number of current employees; iii. Average seniority of current employees; iv. Briefly describe the company's organization, philosophy, management <p>Points Value: 3</p>	<ul style="list-style-type: none"> i. We have been providing group long term disability insurance since 1963. ii. As of December 31, 2018, Lincoln had a total of 11,246 employees. iii. Lincoln does not track this as requested. iv. Lincoln Financial Group is the marketing name for Lincoln National Corporation (NYSE:LNC) and its affiliates. The company had \$238 billion in assets under management as of December 31, 2018. We provide employees and their families with financial well-being and peace of mind, providing benefits
<p>2b. List Key Members of proposed Account Team who will provide professional, customer service, and/or technical support services on this contract. Include:</p> <ul style="list-style-type: none"> i. Name and contact information; ii. Job title and number of years of service with current organization and brief resume covering, at minimum, the last five years; iii. Location of the office the proposed Account Team will be working from. <p>Points Value: 3</p>	<p>Kelli Villamil Sr. Account Manager, Relationship Management 11811 N. Tatum Blvd. Suite 4055 Phoenix, AZ 85028 Phone: 480-977-5389 Cell: 480-294-2333 Email: Kelli.Villamil@lfg.com</p> <p>Kelli Villamil is responsible for developing an account-specific service plan designed to meet the needs of our employers. She serves as the primary relationship manager between Lincoln and the customer for her assigned accounts and seeks to develop relationships throughout the customers' organization</p>
<p>2c. How does the proposing company rank nationally?</p> <ul style="list-style-type: none"> i. By case/premium and products offered? ii. Provide proposing company's industry rating by AM Best, Fitch, Moody's, and/or Standard & Poor's. <p>Points Value: 3</p>	<ul style="list-style-type: none"> i. Lincoln is the number four life and health insurer by revenue according to Fortune, issue date May 21, 2018. Filtered by insurance industry: life, health (stock) companies only. ii. AM Best: A+, Fitch: A+, Moody's: A1, Standard & Poor's: AA-
<p>2d. Provide a list of the governmental and/or public entities, similar or greater in size (number of insured) to Broward County, that the Company has provided long term disability insurance coverage and related services for over the last five years.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <ul style="list-style-type: none"> i. Provide name, address, and verified current contact information, including telephone number and email address. <p>Points Value: 3</p>	<p>We would be happy to provide the requested references at a finalist presentation. We value our relationships and respect the privacy of our existing and prior customers. As a courtesy to our customers and in deference to their schedules, Lincoln has agreed to provide advance notice concerning who will be calling for a reference and when to expect their call.</p>

<p>QUALITY OF SERVICE AND CUSTOMER SERVICE: (MAXIMUM POINTS 13)</p> <p>Refer to Questions 3a – 3c</p>	
<p>3a. Describe the proposing company's overall member service strategy.</p> <ol style="list-style-type: none"> Include location, hours of operation, and duties of any call centers Does the proposing company offer a toll-free and local telephone number to members? Describe any web-based services available to members. Describe call-center & customer service metrics monitored. <p>Points Value: 5</p>	<p>Please note, telephonic intake is not applicable to Lincoln's LTD claim model. Lincoln offers both online and paper claim submission methods for LTD claim intake.</p> <p>i. Claims will be administered from our Charlotte, NC claim office. Our claim office serves as our customer service operation as we believe claimants receive the best service when they have direct access to their case managers. We provide a toll-free number to all of our claim offices, giving claimants direct access to their specific case manager for any</p>
<p>3b. Describe the proposing company's overall client service strategy.</p> <ol style="list-style-type: none"> Will the client be provided an administrative manual? Describe any web-based tools available to the client (e.g. report generation, death claim reporting, etc.). <p>Points Value: 5</p>	<p>Broward County's team includes Tim Rappold, the senior group benefit sales consultant, who has primary sales management responsibility, and Kelli Villamil, the senior account service manager, who focuses specifically on customer service. Together, these individuals work to ensure Broward County's overall satisfaction.</p> <p>i. Yes.</p> <p>ii. Our customer portal, My Lincoln Portal(SM), is a secure one-stop destination for managing benefits online. It is</p>
<p>3c. What materials/services do you provide to support non-English speaking employees and hearing impaired callers?</p> <p>Points Value: 3</p>	<p>In addition to bilingual claims case managers, we use language line services to communicate with the employer's Spanish-speaking population during the claims process. Our customer web portal, select enrollment materials, and claim forms can also be translated. We can address employer-specific communication requirements in more detail.</p>
<p>ENROLLMENT AND IMPLEMENTATION: (MAXIMUM POINTS 10)</p> <p>Refer to Questions 4a – 4b</p>	
<p>4a. Explain how you will work with the County to ensure a smooth implementation and open enrollment experience.</p> <ol style="list-style-type: none"> Describe the role of the Implementation Manager. Describe the interaction between the Implementation Manager and the County's Benefits staff. Describe, in detail, your company's timeline for implementation. <p>Points Value: 5</p>	<p>A successful implementation is a crucial first step in our ongoing business relationship. For Lincoln, the key to a smooth transition and implementation of coverage is working closely with customers to design the service requirements.</p> <p>Lincoln is committed to an implementation process that features mutually agreed upon timelines and responsibilities. Up front, Tim Rappold, the group benefit sales consultant, and the assigned account service manager will meet with Broward County to identify the desired outcomes and to develop a</p>
<p>4b. Are production and mailing costs for enrollment/member materials and mailings included in the proposed rates?</p> <p>Points Value: 5</p>	<p>UW - PLEASE CONFIRM IF CREDIT INCLUDED OR ADDITIONAL COST WILL APPLY</p>

<p>ANALYSIS OF PROJECT SPECIFIC VENDOR QUESTIONNAIRE AND PERFORMANCE GUARANTEES: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 5a – 5b</p>	
<p>5a. Project Specific Vendor Questionnaire</p> <p><u>Points Value: 10</u></p>	<p>Please see attached.</p>
<p>5b. Performance Guarantees</p> <p><u>Points Value: 10</u></p>	<p>Please see attached. UW - PLEASE PROVIDE</p>
<p>ANALYSIS OF PLAN DESIGN QUESTIONNAIRE AND PRODUCT DETAILS: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 6a – 6d</p>	
<p>6a. LTD Plan Design</p> <p><u>Points Value: 7</u></p>	<p>Please see attached. UW - PLEASE PROVIDE</p>
<p>6b. Maximum Benefit</p> <p><u>Points Value: 5</u></p>	<p>Please see attached. UW - PLEASE PROVIDE</p>
<p>6c. Return to Work Provision</p> <p><u>Points Value: 4</u></p>	<p>Please see attached. UW - PLEASE PROVIDE</p>

<p>6d. Guaranteed Open Enrollment at Inception of Agreement</p> <p>Points Value: 4</p>	<p>Lincoln can offer annual enrollments that may be subject to evidence of insurability. Lincoln may agree to a modified enrollment on a case-by-case basis but we do not offer open enrollments.</p>
<p>PRICE: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 7</p>	
<p>7. Submit your pricing in the Item Response Form in BidSync.*</p> <p><i>* Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price/Proposer's Price) x 20 = Price Score</i></p> <p>Points Value: 20</p>	<p>Please submit price information into BidSync.</p>
<p>TOTAL NUMBER OF POINTS: (MAXIMUM POINTS 100)</p>	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118079P2
Title :		Group Long Term Disability Insurance
1. Legal business name:		Lincoln Life Assurance Company of Boston
2. Doing Business As/ Fictitious Name (if applicable):		Lincoln Financial Group
3. Federal Employer I.D. no. (FEIN):		04-6076039
4. Dun and Bradstreet No.:		19-718-9090
5. Website address (if applicable):		www.LFG.com
6. Principal place of business address:	Address Line 1	150 N. Radnor Chester Road
	Address Line 2	
	City	Radnor
	State	PA
	Zip Code	19087
	Country	USA
7. Office location responsible for this project:		Fort Lauderdale, FL
8. Telephone no.:		954-308-2879
9. Fax no.:		Not applicable.
10. Type of business:	Type of Business (Select from the dropdown list)	
	If Corporation, Specify the State of Incorporation	Indiana

	If General Partnership, Specify the State and County filed in	Not applicable.
	If Other, Specify the detail	The Lincoln National Company is the parent company of Lincoln Life Assurance Company of Boston. The Lincoln National Corporation is incorporated in Pennsylvania.
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		820368
12. List name and title of each principal, owner, officer, and major shareholder:	a)	Dennis R. Glass, President and Chief Executive Officer
	b)	Lisa M. Buckingham, Executive Vice President and Chief People Place and Brand Officer
	c)	Ellen Cooper, Executive Vice President and Chief Investment Officer
	d)	Dick Mucci, Executive Vice President, President, Group Protection
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	Tim Rappold
	Title	Senior Account Executive
	E-Mail	tim.rappold@lfg.com
	Telephone No.	954-308-2879
	Fax No.	Not applicable.
	Contact Name 2	Chad Gracy
	Title	Assistance Vice President
	E-Mail	Steven.Gracy@lfg.com
	Telephone No.	954-308-2873
	Fax No.	Not applicable.
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	Yes No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables
2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover
3. Timeliness of:
 - a. Project
 - b. Deliverables
4. Project completed within budget
5. Cooperation with:
 - a. Your Firm
 - b. Subcontractor(s)/Subconsultant(s)
 - c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

Project Specific Vendor Questionnaire Group Long Term Disability Insurance

Proposer's Name:	Lincoln Financial Group
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All Proposers shall be required to 1) sign and return the Project Specific Vendor Questionnaire for Non-Negotiable Items #1-19 and 2) indicate "Yes" to each one of the Non-Negotiable Items #1-19 at the time of proposal submittal in order to be considered Responsive to this RFP. Any Proposer who fails to do so shall be deemed non-responsive to this RFP. Additionally, if the Proposer indicates "Yes" to any of the Non-Negotiable Items #1-19 but the Proposer's submitted materials patently demonstrate otherwise, the Proposer shall be deemed non-Responsive for this RFP.

NON-NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Scope, General Information, & Specifications		
1	Proposer agrees to provide all services and meet all specifications as outlined in the Scope of Services.	Yes, with deviations.	While it is our intent to match the current and requested provisions as closely as possible and within our underwriting guidelines, there may be contractual differences between the incumbent carrier's policy and our proposed policy. Our state-filed and approved verbiage will prevail. Any deviations are noted within our proposal.
2	Proposer agrees to cover all covered groups as identified in the Scope of Services. For this solicitation, the covered group is active employees.	Yes.	
3	Proposer agrees to extend the same terms and conditions of this contract to the Supervisor of Elections that is currently insured under the expiring contract (Piggyback agreement).	No.	Our insurance policies are underwritten based on the characteristics of the individual group and we cannot agree or guarantee to make them available to third parties. We would need further clarification on what types of services the Supervisor of Elections would use.
4	Proposer agrees to accept Employee eligibility as defined in the Scope of Services, General Information, & Specifications.	Yes.	
5	Proposer agrees to accept Member definition, as follows: 1. All active employees employed in a position which is included in the Broward County Personnel Cap;	Yes.	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	<p>2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and</p> <p>3. A citizen or resident of the United States or Canada.</p> <p>Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.</p>		
6	<p>Proposer agrees to accept Class Definitions, as follows:</p> <ul style="list-style-type: none"> • Class 1: Elected officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act. • Class 2: All other Members 	Yes.	
7	<p>Proposer agrees to accept Occupation Period, as follows:</p> <ul style="list-style-type: none"> • Own Occupation Period: <ul style="list-style-type: none"> ○ Class 1: The first 60 months for which LTD Benefits are paid. ○ Class 2: The first 24 months for which LTD Benefits are paid. • Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. 	Yes.	
8	Proposer agrees that the County will not guarantee a minimum number of participants.	No.	We require 25% minimum participation for all optional coverages.
9	Proposer agrees to accept all insureds enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.	No.	<p>No Loss / No Gain</p> <p>It is our intention that current employees will not lose coverage during a transfer to Lincoln. Our disability contracts include a transfer provision that provides continuity of coverage for employees insured as of the effective date of the transfer. It also allows for coverage, under certain circumstances, for employees who are not</p>

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			<p>actively at work on the effective date of transfer due to injury or sickness.</p> <p>Actively at Work The actively at work provision is a necessary component of the insured contract. The purpose of this provision is to properly define "employee" for both Lincoln and the employer under the terms of the contract. A measurable definition is necessary to verify that a person is covered under the employer's plan of benefits. As a result, the actively at work provision is included in every contract.</p> <p>Pre-existing Conditions We believe the pre-existing condition exclusion is a necessary plan component that helps to control claim incidence and overall costs.</p> <p>Waiting Period Confirmed.</p>
10	Proposer agrees to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from County.	Yes.	
	Administrative and Related Services		
11	Proposer agrees to submit, with proposal response, a Certificate of Authority from the Florida Office of Insurance Regulation in accordance with Florida Statutes, §624.401.	Yes.	
12	Proposer agrees to a premium rate guarantee for the initial two (2) years of the contract. Rate caps will not be accepted. <i>(Rates must be entered into BidSync as a lump sum total for two years. Entered rates must match the supplied price worksheet, as calculated.)</i>	Yes, with deviations.	We have quoted a three-year rate guarantee with two, one-year renewal dates with rate action to be determined at the end of the initial rate guarantee period.

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
13	Proposer confirms that proposed rates are for stand-alone Group Long Term Disability Insurance only; and are not contingent on any additional lines of business or agreements with the County.	Yes.	
14	Proposer agrees that Broward County will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Awardee may contract with independent agents or brokers separately from its contract with Broward County. Nothing in this RFP will be construed to restrict compensation, contractual or employment arrangements that an Awardee may grant to a licensed insurance agent or to otherwise violate Section 624.1275 or Section 624.428, Florida Statutes.	Yes.	
15	Proposer agrees to provide renewal notice 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action.	Yes.	
16	Proposer agrees to have County Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.	Yes.	A dedicated employee communications specialist will work directly with Broward County on customized materials that suit the needs of employees. Depending on the communication piece and the amount of customization, costs may vary.
17	Proposer agrees to provide minimum of one person to attend all annual open enrollment vendor fairs/meetings (estimated to be approximately 12 on-site meetings over a two-week period) typically scheduled in October/November. Meeting schedule will be set by the County.	Yes, with deviations.	We are able to provide in-person support, online resources, electronic materials, and collateral to support enrollment efforts. A Lincoln representative is available to participate in up to four enrollment meetings. This representative will distribute benefits materials, explain the need for coverage, describe important

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			product information, and answer any questions employees may have. There are no additional fees for this service. Lincoln representatives generally attend benefit fairs at sites with 250 or more employees. However, we are happy to discuss Broward County's needs regarding attendance at smaller locations.
	Billing		
18	Proposer agrees to accept the County's self-billing process and remittance for active employees on a bi-weekly basis. The County will remit premium payments in aggregate based on premiums collected after each bi-weekly payroll is run via ACH. The County does not currently provide employee-level detail.	Yes, with deviations.	Broward County's bill will be self-administered, our standard billing format. We can send an invoice template for monthly reporting. Broward County is responsible for providing monthly updates for lives, volume, and premium, based on its own eligibility records, and remitting payment based on the reported exposure. Using this information, we will update our billing system.
	Plan Specific Details		
19	Proposer has submitted a specimen policy that lists any limitations or exclusions of the proposed plan.	Yes.	

Please confirm Proposer's agreement to comply with each one of the Non-Negotiable Items #1-19 by signing below:

Proposer's Signature:



Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

Proposers shall be required to indicate either “Yes” or “No” along with an explanation (if necessary), to the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire. However, notwithstanding the foregoing, if the Proposer indicates “No” or fails to respond to any one of the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #20-42.

NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Administrative and Related Services		
20	Proposer agrees to work with the County to implement the County’s Group Long Term Disability Insurance in a timely manner and to have County-approved member material ready for distribution at a special open enrollment, if required.	Yes.	
21	Proposer agrees to provide minimum of one person to attend annual County Financial Fairs (estimated to be approximately 15-20 on-site meetings over a two-week period) typically scheduled for the month of June. Meeting schedule will be set by the County.	Yes, with deviations.	<p>We are able to provide in-person support, online resources, electronic materials, and collateral to support enrollment efforts. A Lincoln representative is available to participate in up to four enrollment meetings. This representative will distribute benefits materials, explain the need for coverage, describe important product information, and answer any questions employees may have. There are no additional fees for this service.</p> <p>Lincoln representatives generally attend benefit fairs at sites with 250 or more employees. However, we are happy to discuss Broward County’s needs</p>

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			regarding attendance at smaller locations.
	Eligibility Files / Billing		
22	Proposer agrees to accept County enrollment processes including verification of dependent status.	Yes.	
23	Proposer agrees all data exchanges containing HIPAA-protected data (file transmission, email, media, etc.) between Proposer and County will be encrypted, and only decrypted by the specified recipient.	Yes.	Please note, the Department of Health and Human Services is responsible for regulating HIPAA privacy compliance. This law does not directly apply to Lincoln's life and disability insurance products; however, Lincoln is subject to state privacy laws including laws implementing the Gramm-Leach Bliley Act. Our practice is to ensure that we meet the requirements of the privacy laws in every state where we do business.
24	Proposer agrees to use a secure method to exchange files to and from third party vendors outside of Proposer's organization.	Yes.	
25	Proposer agrees to waive all medical evidence requirements for existing plan participants at existing benefit levels.	Yes.	
	Account Management / Customer Service		
26	Proposer agrees to provide documents for electronic distribution in an ADA-compliant format.	Yes.	
27	Proposer agrees to provide the County with a dedicated account representative (point-of-contact) who will assist the County in the administration of the Program including all necessary and related services for employees, in resolving issues including claims problems, and member issues, and in any other way requested, related to the Services stated herein.	Yes.	The account manager will be designated.
28	Proposer agrees to provide a toll-free customer service number, Monday through Friday from at least 8:00 a.m. to 5:00 p.m. ET.	Yes.	

Project Specific Vendor Questionnaire

Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
29	Proposer agrees to provide customized website which includes access to educational materials, Certificate of Coverage, and all available benefits, along with a link for posting on the County’s benefits website. If using County logo on website, must be ADA-compliant. Vendor should be able to provide statistical reports on use of the website.	Yes, with deviations.	<p>The following customization options are available within the portal:</p> <ul style="list-style-type: none"> • Ability to display organization’s logo • Various opportunities to insert customer specific messages to the employees • Customize reporting folder structure • Option to include customized Q&A • Upload customer specific forms • Display customer specific contacts i.e. HR, Benefits, etc. • Include only relevant program information within the employer area
30	Do you have a demonstration site and/or demo login credentials? If so, please indicate the web address and provide instructions to preview the website below.	Yes.	We would be happy to conduct a demonstration of our customer portal during a finalist meeting where we can fully explain its functionality.
31	Proposer agrees to provide assistance, technically and creatively, in the ongoing development of employee communication materials (print and video).	Yes.	
32	Proposer agrees to provide access to an Employer Portal to allow designated Benefits staff to view and update eligibility, access plan and marketing material, view status of claims, view Evidence of Insurability status, benefit payments, attach documents to a claim, run reports, download forms, access plan documents, and send secure through a Secure Message function.	Yes.	Please note, eligibility updates are made via an electronic eligibility file. Currently, our eligibility process is to obtain a full file refresh. We do not accept change-only files.
33	Proposer agrees to provide access to Employee Portal to allow members to file a claim and upload	Yes.	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	documents; view status of claims, submit Evidence of Insurability, view plan documents, and send secure through a Secure Message function.		
34	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	No.	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p> <p>We have internal reporting mechanisms that track the data elements necessary to provide quarterly performance guarantee reporting back to Broward County. Although most performance guarantees are measured and reported quarterly, they are guaranteed annually.</p>
	Standard Reporting		
35	Proposer agrees to provide quarterly, annual and ad-hoc reports in an electronic format either by secure email or through a reporting portal on the Proposer’s website.	Yes.	<p>We offer a robust suite of disability reports that includes change alert, claim status, and trend reports.</p> <ul style="list-style-type: none"> • The change alert report shows changes in claims status and other important claim details. • The claim status report shows the current status of claims within the selected reporting period. <p>Broward County may determine the frequency of their change alert and claim status report.</p>

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	a) Customer call log detailing type of call and resolution	No.	For fully-insured coverages, we do not provide customer access to call recordings. If subpoenaed, Lincoln will make applicable call recording information available at the time requested.
	b) Utilization	Yes.	
	c) Group plan activity	Yes.	<p>Our account management program includes a comprehensive report package of results for our customer's disability coverage accompanied by an executive summary. We use these stewardship reports to create an account specific service strategy, provide meaningful, actionable data for plan design, and to further claim and leave management for the account.</p> <p>A few of the key points addressed within the group disability stewardship reports include:</p> <ul style="list-style-type: none"> • Product Profile—to provide information to our customer regarding the high-level performance of the programs • Product Benchmarks—to identify any adverse trends for corrective action and to identify

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			<p>positive trends to continue</p> <ul style="list-style-type: none"> • Product Claim Analyses—to provide detail on claims closures, denials, and overall claim activity to reveal plan or process opportunities • Case Management Services—to highlight and quantify the added value of each particular disability management service we provide
	d) Claims to Premium	Yes, with deviations.	<p>We do not provide monthly or year-to-date premium paid reports. Our customers are self-reporting and should have internal reports supporting premium paid to Lincoln.</p> <p>We can provide a summary of paid claims and premium in a defined experience exhibit on a mutually agreed upon schedule. Frequency of the report would be determined on a case-by-case basis, which could be as frequent as annually, based on the case specifics.</p>
	e) Claims experience	Yes.	
	f) Claims duration by closure reason	Yes.	
	Plan Specific Details		
36	Proposer agrees to administer a written appeals process for reconsideration of any denied benefits.	Yes.	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
37	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation.	No.	Turnaround time is measured from the appeal receipt date to the date the appeal is completed. ERISA allows 45 days for appeals and the opportunity to request a 45-day extension if needed. Our average response time results are provided below.
38	Proposer agrees to fulfill, upon expiration or termination of any agreement as a result of this Solicitation, all responsibilities of the Plan year, including but not limited to, the transfer to the County or new provider, all data and records necessary to administer the Plan.	Yes.	
39	Proposer agrees to prepare language for amendments to the Certificate of Coverage and Policy due to legislative or other changes.	Yes.	
40	Proposer agrees to prepare a customized Policies and Procedures Manual for services requested herein, which will be utilized by the selected Proposer and County.	Yes.	
41	Proposer agrees to assist disabled claimants with filing for Social Security benefits.	Yes.	
42	Proposer agrees that work earnings will be defined as: earnings from Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.	Yes.	<p>Other income benefits and other income earnings often include:</p> <ul style="list-style-type: none"> • Any benefit payable under workers' or workmen's compensation law. • Any work loss provision in mandatory "no-fault" auto insurance. • Any governmental program or coverage required or provided by statute. • Any amount the covered person

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			<p>receives from any unemployment benefits.</p> <ul style="list-style-type: none"> • Any amount of disability and/or retirement benefits that the covered individual, the covered individual's spouse, and/or the covered individual's child(ren) receives or is eligible to receive because of the covered individual's disability or retirement from the following sources: <ul style="list-style-type: none"> – United States Social Security Act – The Canada Pension Policy – The Quebec Pension Plan – Or any similar plan or act to those stated above. • Any amount the covered person receives from any formal or informal sick leave or salary continuation plan(s). • The amount of earnings the covered person earns or receives from any form of employment, including severance.

Project Specific Vendor Questionnaire

Group Long Term Disability Insurance

Please confirm Proposer's agreement to comply with each one of the Negotiable Items #20-42 by signing here: Proposer's Signature



		Agree: Yes/No
	Have you answered all questions in the Project Specific Vendor Questionnaire?	Yes.

Performance Measures

Group Long Term Disability Insurance

Proposer's Name:	Lincoln Financial Group
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Any payment due to the County in accordance with the performance measure deductions must be made in the form of a check within twenty (20) days following the date of the County's invoice based in the Vendor's internal audit reports. Vendors shall have the ability to self-report within forty-five (45) days following the close of the reporting period. Reports may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance measure deductions will apply to the results of said audit.

Proposers shall be required to indicate either "Yes" or "No" along with an explanation (if necessary), to the Negotiable Items #1-11 of the Performance Measures. However, notwithstanding the foregoing, if the Proposer indicates "No" or fails to respond to any one of the Negotiable Items #1-11 of the Performance Measures at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #1-11.

NEGOTIABLE PERFORMANCE MEASURES:

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
1	You have agreed to provide a Certificate of Insurance and Group Policy document within 60 days after approval from County in the Project Specific Vendor Questionnaire, do you agree with the Proposed Deduction?	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
2	<p>Implementation Commitment: Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:</p> <ul style="list-style-type: none"> • Time parameters • Pertinent steps • Agreed upon timeframes for each step • Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor <p>At least 95% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>0.25% of cumulative total sum of premiums paid during the applicable Contract Year.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
3	Speed to Answer calls: 90% of incoming calls will be answered by customer service within 35 seconds. (Measured and reported quarterly)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.
4	Abandonment Rate: 95% of all telephone calls in queue will connect to a customer service representative. (Measured and reported quarterly)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
5	<p>Open Enrollment Meetings: COUNTY will schedule open enrollment benefit information sessions at various locations and times. COUNTY will provide Vendor with a list of locations and time at least two (2) weeks prior to the commencement of the first enrollment briefing. COUNTY requires that at a minimum one (1) representative, at their own expense, to participate in <u>every</u> information session requested by COUNTY to explain benefits and plan information. Representative must have excellent knowledge of the COUNTY's long term disability insurance benefits and plan information. (Measured and reported annually)</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>0.25% of cumulative total sum of premiums paid during the applicable Contract Year.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>
6	<p>Reporting: Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured and reported quarterly)</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>0.50% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>	<p>We have provided our own well established and measurable performance guarantees with this proposal.</p>

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
7	Service Meetings: Semiannual meetings will be prescheduled to review plan performance and service delivery. (Measured and reported semiannually.)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, semiannually.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.
8	Renewal Notification: Renewal notice will be provided to Policyholder 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action. (Measured and reported annually beginning applicable year of contract)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
9	Claims Processing Standards: 95% of error-free claims (in-network and out-of-network) will be processed within 30 days of receipt. (Measured and reported quarterly)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.
10	Claim Financial Accuracy: Financial accuracy standard will be 95% of COUNTY specific claims. (Measured and reported annually)	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.

Performance Measures Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
11	Client Annual Satisfaction: Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a "solid performance that generally meets requirements" (3.0) or higher as defined in the survey defined below. (Measured and reported annually) SEE SAMPLE BELOW	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.	0.50% of cumulative total sum of premiums paid during the applicable Contract Year.	We have provided our own well established and measurable performance guarantees with this proposal.	We have provided our own well established and measurable performance guarantees with this proposal.

	Agree: Yes/No
Have you answered all questions in the Performance Measures Questionnaire?	Yes.

SAMPLE - Annual Satisfaction Assessment Tool

Account Management	Score	Comments
1. Exhibits knowledge of, and acts to meet County's needs. Is viewed as a valuable resource.		
2. Proactively offers useful information and ideas to help manage benefit plans.		
3. Responds to questions and requests in a timely manner.		
4. Provides accurate and timely information.		
5. Communicates clearly and professionally.		
6. Is well prepared for meetings.		
7. Delivers on commitments and proactively provides updates on issues.		

8. Effective and timely escalated issue resolution.		
9. Provides the right resources to effectively manage County's account.		
Additional comments:		

Rating Scale

- 5.0 Exceptional performance with extraordinary results that exceed requirements.
- 4.0 – 4.9 Outstanding performance that generally exceeds requirements.
- 3.0 – 3.9 Solid performance that generally meets requirements.
- 2.0 – 2.9 Marginal performance that generally does not meet requirements
- 1.0 – 1.9 Unsatisfactory performance that consistently does not meet requirements.

Broward County Board of County Commissioners

Performance Guarantees

Category	Performance Standard	Data Source	Measurement & Assessment Frequency
Implementation Satisfaction	Customer will be satisfied with the implementation experience as evidenced by a rating of neutral or better on the post-implementation survey. One-time guarantee with \$1,385 at-risk.	Systematic Reporting (Customer Specific)	Upon completion of implementation.
Service Satisfaction	Customer is satisfied with the effectiveness, responsiveness, and reliability of the Account Manager. Guarantee requires customer's response to all surveys.	Lincoln Surveys (Customer Specific)	Guaranteed annually based on regular surveys.
Stewardship Reporting	Account Manager will present reports on account performance, claim trends, and financial results at least annually.	(Customer Specific)	Guaranteed annually.
Contract Delivery: New Business	Draft Contracts and/or Agreements will be delivered within 30 business days following receipt of all necessary information by Lincoln.	Systematic Reporting (Customer Specific)	Upon completion of implementation.
Contract Delivery: Amendments	Amended Contracts and/or Agreements will be delivered within 21 business days following receipt of all necessary information by Lincoln.	Systematic Reporting (Customer Specific)	Measured and Reported quarterly.
Claimant Satisfaction	Lincoln will guarantee that 85% of Claimants will respond as "Satisfied" with the overall handling of their claim on a survey. Guarantee requires a minimum response rate of 10% and 30 responses.*	Systematic Reporting (Customer Specific)	Measured & guaranteed annually.
EOI Timeliness of Determination	Lincoln will make a determination on an Employee's EOI status 95% of the time within 10 business days of receipt of complete or outstanding information.	Systematic Reporting (Customer Specific)	Measured and Reported quarterly.
Long Term Disability			
Timeliness of Determination (LTD)	Lincoln will guarantee that 90% of LTD claims will be determined within 10 business days of receipt of complete information. Guarantee requires a minimum of 5 LTD claims per quarter.*	Systematic Reporting (Customer Specific)	Measured and Reported quarterly.
Acknowledgement (LTD)	95% of LTD claims will be acknowledged within 5 business days of receipt of complete information. Guarantee requires a minimum of 5 LTD claims per quarter.*	Systematic Reporting (Customer Specific)	Measured and Reported quarterly.
Timeliness of Initial & Ongoing Payment (LTD)	98% checks will be processed within 1 business day of scheduled payment date. Guarantee requires a minimum of 5 claims per quarter.*	Systematic Reporting (Customer Specific)	Measured and Reported quarterly.
Claim Coding Accuracy (Financial) (LTD)	Lincoln will guarantee that 95% of claim financial coding fields in a Claim are accurate.	Manual Audit Sample (Book of Business)	Measured and Reported quarterly.
Call Center			
Claims Intake Average Answer Speed (STD, LTD, & Leave Services)	Calls pertaining to Disability or Leave to Lincoln's Claims Intake Call Center will be answered in 60 seconds or less on average.	Systematic Reporting (Book of Business)	Measured and Reported quarterly.
Claims Intake Abandonment Rate (STD, LTD, & Leave Services)	Calls pertaining to Disability or Leave coming into Lincoln's Claims Intake Call Center will be abandoned at a rate of 5% or less.	Systematic Reporting (Book of Business)	Measured and Reported quarterly.

*If minimum is not met, book of business results will be provided.

Plan Design Questionnaire

Group Long Term Disability Insurance

	Long Term Disability Insurance Benefits	Response:
1.	Long Term Disability Benefit: XX % of the first \$ XX of Predisability Earnings, reduced by income.	60% \$10,000
2.	Long Term Disability Benefit Maximum before reduction by Deductible Income:	\$6,000
3.	Long Term Disability Benefit Minimum:	\$100
4.	Benefit Waiting Period:	First of the month following 60 days.
5.	Maximum Benefit Period:	Reducing Benefit Duration (ADEA I)
6.	Briefly describe Proposer's Evidence of Insurability process.	<p>For all lines of coverage, an employee may submit their evidence of insurability (EOI) online through the My Lincoln PortalSM secure portal, or via paper.</p> <p>Online Applications Once the user has completed the online application, he or she may receive a real-time approval for cases which meet the approval criteria. Lincoln's medical underwriting unit will process applications that do not meet the automatic approval criteria.</p> <p>Paper Applications Upon receipt of a completed application, the medical underwriter evaluates the responses against underwriting guidelines and makes a determination. If medical records are required, a letter is sent to the employee describing the necessary documentation needed. If the application is incomplete, it is returned to the employee with a letter explaining what information is required.</p> <p>For all applications, approval and denial letters will be sent to the employee. The employer has the option to receive EOI correspondence after a determination is made. EOI status reports are also available for customers to access through My Lincoln PortalSM</p>
7.	Does Proposer offer waiver of premium benefits?	Yes.
8.	Briefly describe Proposer's definition of Disability.	<p>Partial Disability "Partial Disability" or "Partially Disabled" with respect to long-term disability means the covered person, as a result of injury or sickness, is able to:</p> <p>1. Perform one or more, but not all, of the material and substantial duties of his or her own occupation or any occupation on an active employment or a part-time basis; or</p>

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>2. Perform all the material and substantial duties of his or her own occupation or any occupation on a part-time basis; and earn between 20% and 80% of his or her basic monthly earnings.</p> <p>Disability If the covered person is eligible for the 24 or 60 month own occupation benefit, "Disability" or "Disabled" means that during the elimination period and the next 24 or 60 months of disability the covered person, as a result of injury or sickness, is unable to perform the material and substantial duties of his own occupation; and thereafter, the covered person is unable to perform, with reasonable continuity, the material and substantial duties of any occupation.</p>
9.	Does Proposer offer a Return to Work Incentive? If so, briefly describe.	We can offer a work incentive benefit of either 12 or 24 months. Both options allow for up to 100% of pre-disability earnings.
10.	Does Proposer offer a Rehabilitation Plan Provision? If so, please state the increased benefit proposed.	<p>Our proposed LTD coverage includes a rehabilitation incentive benefit to assist with return to work efforts. This benefit is outlined below:</p> <ul style="list-style-type: none"> • Rehabilitation Incentive Benefit: We will pay an increased benefit while a covered person is fully participating in a rehabilitation program. If the covered person is eligible for a rehabilitation incentive benefit, the benefit percentage shown in the schedule of benefits will be increased by 10%. The increased benefit will begin on the first day of the month after we receive written proof of the covered person's full participation in the rehabilitation program. If the covered person, at any time, declines to fully participate in an approved rehabilitation program recommended by Lincoln, the benefit percentage shown in the schedule of benefits will be reduced by 20% beginning on the first day of the month following the covered person's declination to fully participate in the approved rehabilitation program.
11.	Briefly describe how Predisability Earnings are calculated.	We do not reference a loss of pre-disability earnings test in our contracts for total disability. For partial disability, the covered person must be earning between 20% and 80% of pre-disability earnings at the time he or she returns to active employment.

Plan Design Questionnaire

Group Long Term Disability Insurance

		<p>When an employee is on LTD and working part-time, Lincoln will obtain a copy of the check stubs from the employee for calculation purposes. The person is partially disabled when he or she is earning more than 20% but less than 80%. The employee is considered totally disabled if earning less than 20%.</p> <p>We have different partial calculation options we can include in our contracts and would be happy to work with Broward County to determine the best option.</p>
12.	Does Proposer offer a Survivors Death Benefit? If so, please describe.	<p>Yes. The survivor benefit is an optional plan provision in our disability contract. Below is our standard language, though we can accommodate various options.</p> <p>We will pay a lump sum benefit to the eligible survivor when proof is received that a covered person died:</p> <ol style="list-style-type: none">1. after disability had continued for 180 or more consecutive days; and2. while receiving a monthly benefit. <p>The lump sum benefit will be an amount equal to three times the covered person's last monthly benefit.</p> <p>If the survivor benefit is payable to the covered person's children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.</p> <p>If an overpayment is due to us at the time of a covered person's death, the benefit payable under this provision will be applied toward satisfying the overpayment.</p> <p>The last monthly benefit is based on the gross benefit.</p>
13.	List any disabilities excluded from coverage.	<p>Disabilities incurred during a pre-existing condition period are excluded. Additionally, we will not cover any Disability listed in our proposal under General Exclusions.</p>

Plan Design Questionnaire

Group Long Term Disability Insurance

14.	Does Proposer’s plan design list any disabilities subject to limited pay periods? If so, please explain.	Yes. Mental nervous and substance abuse disabilities are limited to 24 months.
15.	Does Proposer offer an electronic claim filing system?	Yes.
16.	Briefly describe the timeline for receiving notice of a decision on a claim.	ERISA law requires that we give an employee 45 days to satisfy proof of claim. Therefore, our standard turnaround time for LTD claims is 45 days from the date we receive the claim. This includes the time necessary to gather all medical and eligibility information needed to support the disability. Our goal is to make a claim determination within 10 business days once we receive complete information.
17.	Briefly describe, if claim is approved, how/when payments will be received by the member.	<p>Broward County can choose either a synchronized or non-synchronized payment schedule. The initial payment will include benefits due from the date benefits began through the end of the first cycle. Ongoing payments will include benefits due through the end of each cycle or the date through which we approved the claim.</p> <p>Synchronized Payment Schedule With a synchronized payment schedule, payments can be issued weekly, bi-weekly, semi-monthly, or monthly. A synchronized payment schedule can mirror Broward County’s pay cycle and we issue benefit checks according to the specified payroll cycle. We issue and distribute each payment on the same date. Broward County may choose to synchronize benefit payments either before, after, or coincident with the end of their salary pay period. The customer must also identify whether or not we should hold payments due on new claims until their next synchronization date.</p> <p>Non-Synchronized Payment Schedule All claims eligible for non-synchronized payments are issued checks accordingly:</p> <ul style="list-style-type: none"> • Weekly payment mode: seven days from the last payment's through date • Bi-weekly payment mode: fourteen days from the last payment's through date • Semi-monthly payment mode: from the first to the fifteenth of the month, then from the sixteenth to the end of the month • Monthly payment mode: six days before the end of the monthly cycle <p>We issue each payment based on the individual claim's pay through date.</p>

Plan Design Questionnaire

Group Long Term Disability Insurance

18.	Briefly describe the review procedure for denied claims.	The following takes place before a claim is denied: <ul style="list-style-type: none">• All relevant medical information is requested.• Clinical reviews are completed upon receipt of the information if additional clarification is needed.• Case manager reviews the claim information to substantiate the claim denial.• Manager sign off is required for all claim denials.
19.	Informational Only: <i>This information should not be factored into proposed price and will not be evaluated toward total point allocation.</i> Describe any additional products/services Proposer offers.	<i>EmployeeConnectSM</i> services are automatically provided with our long-term disability (LTD) The program covers all employees and their dependents and includes: <ul style="list-style-type: none">• 24/7/365 telephone and web access to assistance and local referrals.• Up to five in-person sessions, per person, per issue, per year.• Unlimited telephone access to an attorney for legal information and referrals to network attorneys for situations requiring expertise in family law, estate planning, landlord/tenant relations, consumer, civil, and other matters.<ul style="list-style-type: none">○ This includes one free 30-minute consultation and a 25% discount for ongoing legal representation.• Unlimited telephone access to financial experts for information and assistance with concerns such as household budgeting, as well as short- and long-term planning—plus referrals to local financial experts.• Unlimited telephone access to work-life services (including but not limited to):<ul style="list-style-type: none">○ Child, elder, and pet care○ Resources for home improvement○ Car buying○ Moving○ Wedding planning○ Wellness options and weight management○ Referrals to community services

Insurance Requirements:

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

Lincoln Response:

Lincoln's comprehensive general liability limits are \$1 million per each occurrence. Lincoln also carries errors and omissions (E&O) coverage with limits appropriate for a company of its size.

We can provide a Certificate of Insurance, upon request, if selected as a finalist.

Scope of Services – Administrative and Related Services

Lincoln Responses:

1. Assume full risk on the Plan effective date for all lives (County) that are insured by the current carrier as of June 30, 2020 with “no actively at work” exclusion (no loss/no gain), pre-existing exclusions or waiting period.

No Loss / No Gain

It is our intention that current employees will not lose coverage during a transfer to Lincoln. Our disability contracts include a transfer provision that provides continuity of coverage for employees insured as of the effective date of the transfer. It also allows for coverage, under certain circumstances, for employees who are not actively at work on the effective date of transfer due to injury or sickness.

Actively at Work

The actively at work provision is a necessary component of the insured contract. The purpose of this provision is to properly define “employee” for both Lincoln and the employer under the terms of the contract. A measurable definition is necessary to verify that a person is covered under the employer’s plan of benefits. As a result, the actively at work provision is included in every contract.

Pre-existing Conditions

We believe the pre-existing condition exclusion is a necessary plan component that helps to control claim incidence and overall costs.

3. Administer plans in accordance with the Certificate of Insurance and Policy provided herein as Long Term Disability Standard Insurance Policy, unless different provisions are subsequently agree to in writing by the County. Provide a one-time guaranteed issue open enrollment period at the inception of the Agreement.

While it is our intent to match the current and requested provisions as closely as possible and within our underwriting guidelines, there may be contractual differences between the incumbent carrier’s policy and our proposed policy. Our state-filed and approved verbiage will prevail.

We will offer annual enrollment, not open enrollment.

4. Provide a one-time guaranteed issue open enrollment period at the inception of the Agreement.

We will offer annual enrollment, not open enrollment.

7. Comply with Performance Guarantee Provision

We have provided our own well established and measurable performance guarantees with this proposal.

11. Resolve all appeals within 30 days of receipt of complete documentation

In accordance with ERISA regulations, the appeal consultant must render a decision within 45 days of appeal receipt. If additional time (up to a total of 90 days) is necessary, the appeal consultant will notify the employee in writing to outline the specific reasons for the extension and what information is outstanding, if any. Information outstanding may include medical documentation that the employee wishes to submit with their appeal.

Exceptions

RFP-RFQ-RLI Standard Instructions to Vendors

We cannot sign the Drug-Free Workplace Requirement Certification, Standard Certifications, Subcontractors-Subconsultants-Suppliers Requirement Form, and Litigation History Form. Therefore, we cannot fully agree to and sign the Standard Instructions to Vendors.

Drug-Free Workplace Requirement Certification

The cited statute includes requirements that fall outside our internal drug-free workplace program. Therefore, we cannot sign the Drug-Free Workplace Requirement Certification.

RFP-RFQ-RLI Standard Certifications

Because we are unable to sign the Drug-Free Workplace Requirement Certification, we also cannot sign the Standard Certifications.

RFP-RFQ-RLI Subcontractors-Subconsultants-Suppliers Requirement Form

We do not disclose this information and, therefore, cannot sign the Subcontracts-Subconsultants-Suppliers Requirement Form.

RLI – RFP – RFQ Litigation History Form

Lincoln pays all eligible claims fully, fairly, and promptly. However, we experience routine claim-related litigation as a normal part of doing business. The details of such actions are subject to privacy considerations and cannot be disclosed. For a description of the Company's legal actions that have been disclosed pursuant to applicable Securities and Exchange Commission regulations, please see the Company's public filings at www.lfg.com.

RLI – RFP – RFQ Domestic Partnership Act Certification Form

Long term disability (LTD) is offered for employees only. Coverage for spouses and domestic partners is not applicable.

Vendor Reference Verification Form

We would be happy to provide the requested references at a finalist presentation. We value our relationships and respect the privacy of our existing and prior customers. As a courtesy to our customers and in deference to their schedules, Lincoln has agreed to provide advance notice concerning who will be calling for a reference and when to expect their call.

Performance Measures

We have provided our own well established and measurable performance guarantees with this proposal.

GROUP DISABILITY INCOME POLICY

Sponsor: [The ABC Company, Inc.]

Policy Number: [12-123456]

Effective Date: [January 1, 2000]

Governing Jurisdiction is [standard] and subject to the laws of that State.

Premiums are due and payable [monthly] on the [first] day of each [month].

Policy Anniversaries shall occur each [January 1st] beginning in [2001].

Lincoln Life Assurance Company of Boston (hereinafter referred to as Lincoln) agrees to pay the benefits provided by this policy in accordance with its provisions. This policy provides [Short Term Disability and Long Term Disability coverage(s)].

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract and is issued in consideration of the Application of the Sponsor, a copy of which is attached, and of the payment of premiums by the Sponsor.

For purposes of this policy, the Sponsor acts on its own behalf or as the Covered Person's agent. Under no circumstances will the Sponsor be deemed the agent of Lincoln.

This policy is delivered in and governed by the laws of the governing jurisdiction [and to the extent applicable by The Employee Retirement Income Security Act of 1974 (ERISA) and any subsequent amendments].

The following pages including any amendments, riders or endorsements are a part of this policy.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695

NON-PARTICIPATING

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[SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

[Minimum Hourly Requirement:

Employees working a minimum of [40] regularly scheduled hours per week]

[Short Term Disability Benefits:

Class 1: All salaried Employees

Class 2: All hourly Employees

Note: temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States are not covered under this policy]

[Long Term Disability Benefits:

Class 1: All salaried Employees

Class 2: All hourly Employees

Note: temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States are not covered under this policy]

Eligibility Waiting Period:

1. If the Covered Person is employed by the Sponsor on the policy effective date - [30 days]
2. If the Covered Person begins employment for the Sponsor after the policy effective date - [30 days]

Employee Contributions Required:

[Short Term Disability Benefits: [Yes]

Long Term Disability Benefits: [Yes]]

Name of Associated Companies:

[The XYZ Company, Inc.
456 Anywhere, USA 56789]

[SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE

[Elimination Period:

[The period for which a benefit is payable will commence following [any accumulated sick leave or salary continuation period and the Elimination Period shown below:]

Class 1: [0 calendar days] for Injury
[7 calendar days] for Sickness

Class 2: [0 calendar days] for Injury
[7 calendar days] for Sickness

Note: [Benefits will begin on the first day following the completion of the Elimination Period.]
[However, benefits will begin on the 1st day of continuous Disability if the Covered Person is Hospitalized due to the same Disability. Hospitalization is defined as one overnight stay in a Hospital. Benefits will begin on the 1st day of continuous Disability if the Covered Person remains Disabled following the completion of the Elimination Period.]]

Amount of Insurance:

[Class 1: [60%] of Basic Weekly Earnings not to exceed a Maximum Weekly Benefit of [\$350] less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Class 2: [60%] of Basic Weekly Earnings not to exceed a Maximum Weekly Benefit of [\$250] less Other Income Benefits and Other Income Earnings as outlined in Section 4.]

Maximum Benefit Period:

[Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the [13th week] of Disability for which a benefit is payable.]

[Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the [13th week] of Disability for which a benefit is payable.]

[SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE

[Elimination Period:

Class 1: [The greater of:

- a. the end of the Covered Person's Short Term Disability Benefits; or
- b.] [180 days].]

Amount of Insurance:

[Class 1: [60%] of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of [\$10,000] less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Class 2: [60%] of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of [\$5,000] less Other Income Benefits and Other Income Earnings as outlined in Section 4.]

[Maximum Basic Monthly Earnings on which the Benefit is Based: \$10,000]

[Own Occupation Duration:

Class 1: Maximum Own Occupation

Class 2: 24 Month Own Occupation]

[Inflation Adjustment Benefit:

For Class 2 Employees only - the Maximum Monthly Benefit will automatically increase on the dates shown below:

- January 1, 2000, up to \$5,500
- January 1, 2001, up to \$6,000
- January 1, 2002, up to \$6,500
- January 1, 2003, up to \$7,000]

[SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

[Minimum Monthly Benefit:

The Minimum Monthly Benefit is [\$100 or 10%] of the Covered Person's Gross Monthly Benefit, whichever is greater.]]

Maximum Benefit Period:

[Class 1:	<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
	Less than age 60	Greater of SSNRA* or to age 65 (but not less than 5 years)
	60	60 months
	61	48 months
	62	42 months
	63	36 months
	64	30 months
	65	24 months
	66	21 months
	67	18 months
	68	15 months
	69 and over	12 months

* SSNRA means the Social Security Normal Retirement Age as figured by the 1983 amendment to the Social Security Act and any subsequent amendments and provides:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

Class 2:	<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
	Less than age 60.....	to age 65
	60 - 64.....	5 years
	65 - 69.....	To age 70 (but not less than 1 year)
	70 and over.....	1 year]

SECTION 2 - DEFINITIONS

In this section Lincoln defines some basic terms needed to understand this policy. The male pronoun whenever used in this policy includes the female.

["**Active Employment**" means the Employee must be actively at work for the Sponsor:

1. on a [full-time or part-time basis] and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.]

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

"**Administrative Office**" means Lincoln Life Assurance Company of Boston, [100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695].

["**Annual Enrollment Period**" or "**Enrollment Period**" means the period before each policy anniversary so designated by the Sponsor and Lincoln during which an Employee may enroll for coverage under this policy.]

SECTION 2 - DEFINITIONS

(Continued)

["**Any Occupation**"] means any occupation that the Covered Person is or becomes reasonably fitted by training, education, experience, age, physical and mental capacity.]

"**Application**" is the document designated in Section 9; it is attached to and is made a part of this policy.

"**Appropriate Available Treatment**" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the Covered Person's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

["**Basic Monthly Earnings**"] means the Covered Person's monthly rate of earnings from the Sponsor in effect immediately prior to the date Disability [or Partial Disability] begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.]

["**Basic Weekly Earnings**"] means the Covered Person's weekly rate of earnings from the Sponsor in effect immediately prior to the date Disability [or Partial Disability] begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.]

["**Consumer Price Index**"] means the government publication "The Consumer Price Index for Urban Wage Earners and Clerical Workers" provided monthly by the U.S. Department of Labor, or its successor or in the event of no successor a similar Index of comparable purpose chosen by Lincoln.]

"**Covered Person**" means an Employee insured under this policy.

["**Disability**" or "**Disabled**"], with respect to Short Term Disability,] means the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job.]

SECTION 2 - DEFINITIONS

(Continued)

[[**"Disability"** or **"Disabled"**], with respect to Long Term Disability,] means:

- [1. For persons other than pilots, co-pilots, and crewmembers of an aircraft:
 - [a. if the Covered Person is eligible for the Maximum Own Occupation benefit, **"Disability"** or **"Disabled"** means during the Elimination Period and until the Covered Person reaches the end of the Maximum Benefit Period, as a result of an Injury or Sickness, he is unable to perform the Material and Substantial Duties of his Own Occupation.]
 - [b. i. [if the Covered Person is eligible for the [60 Month] Own Occupation benefit,] **"Disability"** or **"Disabled"** means that during the Elimination Period and the next [60 months] of Disability the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation; and
 - ii. thereafter, the Covered Person is unable to perform, with reasonable continuity, the Material and Substantial Duties of Any Occupation.]
- [2. With respect to Covered Persons employed as pilots, co-pilots and crewmembers of an aircraft:

"Disability" or "Disabled" means as a result of Injury or Sickness the Covered Person is unable to perform the Material and Substantial Duties of Any Occupation.]

["**Disability Benefits under a Retirement Plan**" means money which:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as Retirement benefits at the normal retirement age under the plan if the Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this policy.)]

SECTION 2 - DEFINITIONS

(Continued)

[["**Domestic Partner**"] means an unmarried person of the same or opposite sex with whom the Covered Person shares a committed relationship, are jointly responsible for each other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where they legally reside, maintain the same residence(s) and are not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Sponsor before the partner can be designated as an Eligible Survivor.]

"**Eligibility Date**" means the date an Employee becomes eligible for insurance under this policy. Eligibility Requirements are shown in the Schedule of Benefits.

[**"Eligible Survivor"** means the Covered Person's spouse [or Domestic Partner], if living, otherwise the Covered Person's children under age [25].

"**Eligibility Waiting Period**" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

[**"Elimination Period"**[, with respect to Short Term Disability,] means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.]

[**"Elimination Period"**[, with respect to Long Term Disability,] means a period of consecutive days of Disability [or Partial Disability] for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

If the Covered Person returns to work for any [seven] or fewer days during the Elimination Period and cannot continue, Lincoln will count only those days the Covered Person is Disabled [or Partially Disabled] to satisfy the Elimination Period.]

[**"Employee"** means a person in Active Employment with the Sponsor.]

[**"Enrollment Form"** is the document completed by the Covered Person, if required, when enrolling for coverage. This form must be satisfactory to Lincoln.]

[**"Evidence of Insurability"** means a statement of proof of an Employee's medical history upon which acceptance for insurance will be determined by Lincoln.]

SECTION 2 - DEFINITIONS

(Continued)

[["**Extended Treatment Plan**" means continued care that is consistent with the American Psychiatric Association's standard principles of Treatment, and is in lieu of confinement in a Hospital or Institution. It must be approved in writing by a Physician.]

[["**Family and Medical Leave**" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Covered Person's child, spouse or parent or for the Covered Person's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.]

[["**Family Status Change**" means any one of the following events that may occur:

1. the Employee's marriage or divorce;
2. [the Employee's filing or rescinding of a Domestic Partner certification];
- [3]. the birth of a child to the Employee;
- [4]. the adoption of a child by the Employee;
- [5]. the death of the Employee's spouse [or Domestic Partner] or child;
- [6]. the commencement or termination of employment of the Employee's spouse [or Domestic Partner];
- [7]. the change from part-time employment to full-time employment by the Employee or the Employee's spouse [or Domestic Partner];
- [8]. the change from full-time employment to part-time employment by the Employee or the Employee's spouse [or Domestic Partner];
- [9]. the taking of unpaid leave of absence by the Employee or the Employee's spouse [or Domestic Partner].]

[["**Gross Monthly Benefit**" means the Covered Person's Monthly Benefit before any reduction for Other Income Benefits and Other Income Earnings.]

[["**Gross Weekly Benefit**" means the Covered Person's Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.]

[["**Hospital**" or "**Institution**" means a facility licensed to provide Treatment for the condition causing the Covered Person's Disability.]

SECTION 2 - DEFINITIONS

(Continued)

["**Indexed Basic Monthly Earnings**" means the Covered Person's Basic Monthly Earnings in effect just prior to the date Disability [or Partial Disability] began adjusted on the first anniversary of benefit payments and each anniversary thereafter.]

["**Initial Enrollment Period**" means one of the following periods during which an Employee may first enroll for coverage under this policy:

1. for an Employee who is eligible for insurance on the policy effective date, a period before the policy effective date set by the Sponsor and Lincoln.
2. for an Employee who becomes eligible for insurance after the policy effective date, the period which ends [31 days] after his Eligibility Date.]

"**Injury**" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this policy:

1. any Disability which begins more than [60 days] after an Injury will be considered a Sickness; and
2. any Injury which occurs before the Covered Person is covered under this policy, but which accounts for a medical condition that arises while the Covered Person is covered under this policy will be treated as a Sickness.

["**Last Monthly Benefit**" means the [net] Monthly Benefit payable to the Covered Person prior to his death [without any reduction for earnings received from employment].]

["**Material and Substantial Duties**"[, with respect to Short Term Disability,] means responsibilities that are normally required to perform the Covered Person's Own Job and cannot be reasonably eliminated or modified.]

["**Material and Substantial Duties**"[, with respect to Long Term Disability,] means responsibilities that are normally required to perform the Covered Person's Own Occupation, or any other occupation, and cannot be reasonably eliminated or modified.]

SECTION 2 - DEFINITIONS

(Continued)

[["**Mental Illness**" means a psychiatric or psychological condition classified as such in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) regardless of the underlying cause of the Mental Illness. If the DSM is discontinued, Lincoln will use the replacement chosen or published by the American Psychiatric Association.

[["**Monthly Benefit**"[, with respect to Long Term Disability,] means the monthly amount payable by Lincoln to the Disabled [or Partially Disabled] Covered Person.]

[["**Non-Verifiable Symptoms**" means the Covered Person's subjective complaints to a Physician which cannot be diagnosed using tests, procedures or clinical examinations typically accepted in the practice of medicine. Such symptoms may include, but are not limited to, dizziness, fatigue, headache, loss of energy, numbness, pain, ringing in the ear, and stiffness.]

[["**Own Job**"[, with respect to Short Term Disability,] means the Covered Person's job that he was performing when his Disability [or Partial Disability] began.]

[["**Own Occupation**"[, with respect to Long Term Disability,] means the Covered Person's occupation that he was performing when his Disability [or Partial Disability] began. For the purposes of determining Disability under this policy, Lincoln will consider the Covered Person's occupation as it is normally performed in the national economy.]

SECTION 2 - DEFINITIONS

(Continued)

["**Partial Disability**" or "**Partially Disabled**"], with respect to Short Term Disability,] means the Covered Person, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of his Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of his Own Job or another job on a part-time basis; and
3. earn between [20% and 80%] of his Basic Weekly Earnings.]

["**Partial Disability**" or "**Partially Disabled**"], with respect to Long Term Disability,] means the Covered Person, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of his Own Occupation or Any Occupation on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of his Own Occupation or Any Occupation on a part-time basis; and
3. earn between [20% and 80%] of his Basic Monthly Earnings.]

"**Physician**" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

["**Proof**"] means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Covered Person claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Lincoln.

"**Regular Attendance**" means the Covered Person's personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat the Covered Person's Disability [or Partial Disability].

["**Retirement Benefit under a Retirement Plan**"] means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an Employee (payments which represent Employee contributions are deemed to be received over the Employee's expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. Disability, if the payment does reduce the amount of money which would have been paid under the plan at the normal retirement age.]

SECTION 2 - DEFINITIONS

(Continued)

[["**Retirement Plan**" means a plan which provides Retirement benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, 401(K) or a non-qualified plan of deferred compensation.]

"**Schedule of Benefits**" means the section of this policy which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

"**Sickness**" means illness, disease, pregnancy or complications of pregnancy.

"**Sponsor**" means the entity to whom this policy is issued.

["**Sponsor's Retirement Plan**" is deemed to include any Retirement Plan:

1. which is part of any Federal, State, Municipal or Association retirement system; or
2. for which the Employee is eligible as a result of employment with the Sponsor.]

["**Substance Abuse**" means alcohol and/or drug abuse, addiction or dependency.]

"**Treatment**" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether the Covered Person chooses to take them or not, and taking drugs and/or medicines.

["**Weekly Benefit**"[, with respect to Short Term Disability,] means the weekly amount payable by Lincoln to the Disabled [or Partially Disabled] Covered Person.]

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Insurance Benefits

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

Eligibility Date for Insurance Benefits

An Employee in an eligible class will qualify for insurance on the later of:

1. this policy's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Schedule of Benefits.

SAMPLE

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Effective Date of Insurance

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

- [1. An Employee will be insured [for non-contributory coverage] on his Eligibility Date.
- 2.] [An Employee will be insured [for contributory coverage] on the latest of these dates:
 - a. the date the Employee makes application for insurance if he does it on or before the [31st day] after his Eligibility Date; or
 - b. the date Lincoln gives its approval, if the Employee:
 - i. makes written application for insurance more than [31 days] after his Eligibility Date; or
 - ii. terminated his insurance while continuing to be eligible.

In the case of i. and ii. above, the Employee must submit an application and Evidence of Insurability to Lincoln for approval. This will be at the Employee's expense.]

Delayed Effective Date for Insurance

The effective date of any initial, increased or additional insurance will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Insurance Benefits

The Eligibility Requirements for Insurance Benefits are shown in the Schedule of Benefits.

Eligibility Date for Insurance Benefits

An Employee in an eligible class may qualify for insurance on the later of:

1. this policy's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Schedule of Benefits.

Effective Date of Insurance

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's written medical evidence application for insurance is:

1. made with Lincoln through the Sponsor;
2. on a form satisfactory to Lincoln; and
3. approved in accordance with the following Evidence of Insurability requirement:

Each Employee must complete and send to Lincoln the medical evidence application for disability income insurance. This form includes a request for medical information. The Employee's insurance, if Lincoln approves his application, will begin on the later of:

1. the Employee's Eligibility Date; or
2. the date Lincoln approves his application.

Delayed Effective Date for Insurance

The effective date of any initial, increased or additional insurance will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Insurance Benefits

The Eligibility Requirements for Insurance Benefits are shown in the Schedule of Benefits.

Eligibility Date for Insurance Benefits

An Employee in an eligible class will qualify for insurance on the later of:

1. this policy's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Schedule of Benefits.

[Initial Enrollment Period

During the Initial Enrollment Period an Employee can enroll in any one coverage or coverage option shown in the Schedule of Benefits. If he does not choose any coverage or coverage option, [he will automatically be enrolled in Option 1/the Base Plan] [he will not be enrolled for any coverage]. If an Employee's Initial Enrollment Period takes place during or after the Annual Enrollment Period, but before the policy anniversary his coverage option will apply for (a) the rest of the policy year in which he first becomes eligible; and (b) the next policy year.]

[Annual Enrollment Period

During each Annual Enrollment Period, a Covered Person may keep his coverage at the same level or make one of the following changes in coverage for the next policy year:

1. a decrease in coverage;
2. an increase in coverage [by one level without Evidence of Insurability subject to the Pre-Existing Condition Exclusion defined herein] [by one or more levels subject to Evidence of Insurability].

If a Covered Person fails to enroll for a change in his coverage option during any Annual Enrollment Period he will continue to be insured for the same coverage option during the next policy year and no change in that coverage can be made during the next policy year[, unless the Covered Person experiences a Family Status Change].]

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES
(Continued)

[Family Status Change

When an Employee experiences a Family Status Change, he may keep his coverage at the same level or make one of the following changes in coverage:

1. a decrease in coverage;
2. an increase in coverage [by one level without Evidence of Insurability subject to the Pre-Existing Condition Exclusion defined herein] [by one or more levels subject to Evidence of Insurability].

The Covered Person must apply for the change in coverage within [31 days] of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.]

Effective Date of Insurance

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

1. For Coverage Applied for During Initial Enrollment Periods:
 - a. [an Employee will be insured [for non-contributory coverage] on his Eligibility Date.
 - b.] [an Employee will be insured [for contributory coverage] on the date the Employee makes application for insurance if he enrolls on or before the [31st day] after his Eligibility Date; or
 - c.] [an Employee who does not enroll [for contributory coverage] on or before the [31st day] after his Eligibility Date, or terminated his insurance while continuing to be eligible [may not enroll for contributory coverage until the next Annual Enrollment Period [or following a Family Status Change].] [must submit an application and Evidence of Insurability to Lincoln for approval, at the Employee's expense. The Employee will be insured on the date Lincoln gives its approval].]

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Effective Date of Insurance (Continued)

[2. For Contributory Coverage Applied for During Annual Enrollment Periods

An Employee will be insured for the selected contributory coverage [on the later of these dates:

- a. the first day of the next policy anniversary; or]
- [b. the date Lincoln gives its approval, if the Employee:
 - i. increases his coverage option; or
 - ii. terminated his insurance while continuing to be eligible.

In the case of i. and ii. above, the Employee must submit an application and Evidence of Insurability to Lincoln for approval. This will be at the Employee's expense.]]

[3. For Coverage Applied for Due to a Family Status Change

An Employee will be insured for the selected coverage on the later of the following dates, provided he applies or enrolls for the change in coverage before the [31st day] following the Family Status Change:

- a. the date of the Family Status Change;
- b. the date the Employee applies or enrolls for the change in coverage; [or
- c. the date Lincoln gives its approval, if the Employee:
 - i. increases his coverage option; or
 - ii. terminated his insurance while continuing to be eligible.

In the case of i. and ii. above, the Employee must submit an application and Evidence of Insurability to Lincoln for approval. This will be at the Employee's expense.]]

Delayed Effective Date for Insurance

The effective date of any initial, increased or additional insurance will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

[Family and Medical Leave

An Employee's coverage may be continued under this policy for an approved family or medical leave of absence for up to [12 weeks] following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. the Covered Person's benefit level, or the amount of earnings upon which the Covered Person's benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. the Covered Person returns to work;
 - b. this group insurance policy terminates;
 - c. the Covered Person is no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or the Covered Person;
 - e. the Covered Person's employment terminates.]

[Rehire Terms

[If a former Employee is re-hired by the Sponsor [within 12 months] of his termination date, all past periods of Active Employment with the Sponsor will be used in determining the re-hired Employee's Eligibility Date. If a former Employee is re-hired by the Sponsor [more than 12 months] after his termination date, he is considered to be a new Employee when determining his Eligibility Date].]

[Rehire Terms

[If a former Employee is re-hired by the Sponsor [within 12 months] of his termination date:

1. all past periods of Active Employment with the Sponsor will be used in determining the re-hired Employee's Eligibility Date; and
2. if an Employee is re-hired by the Sponsor [he will be insured for the same coverage that was in effect for him on the date his employment terminated and no change in that coverage may be made during the rest of that policy year[, unless he experiences a Family Status Change]. He may make changes in his coverage options at the next Annual Enrollment Period.]

If a former Employee is re-hired by the Sponsor [more than 12 months] after his termination date, he is considered to be a new Employee when determining his Eligibility Date].]

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

[Leave of Absence

The Sponsor may continue the Covered Person's coverage(s) by paying the required premiums, if the Covered Person is given [a leave of absence].

The Covered Person's coverage will not continue beyond [the end of the policy month following the policy month in which the leave of absence begins]. In continuing such coverage under this provision, the Sponsor agrees to treat all Covered Persons equally.]

[Lay-off

The Sponsor may continue the Covered Person's coverage(s) by paying the required premiums, if the Covered Person is [temporarily laid off].

The Covered Person's coverage will not continue beyond [the end of the policy month in which the lay-off begins]. In continuing such coverage under this provision, the Sponsor agrees to treat all Covered Persons equally].

[Associated Companies]

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called [Associated Companies]. The [Associated Companies], if any, are listed in the Schedule of Benefits. Employees of [Associated Companies] will be considered Employees of the Sponsor for purposes of this policy.

As they relate to this policy, all actions, agreements and notices between Lincoln and the Sponsor will be binding on the [Associated Companies].

If an [Associated Company] ceases to be an [Associated Company] for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for coverage under this policy.

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Transfer Provision

In order to prevent loss of coverage for an individual because of transfer of insurance carriers, this policy will provide coverage for certain individuals as follows:

Failure to be In Active Employment Due to Injury or Sickness:

Subject to premium payments, this policy will cover individuals who:

1. at the time of transfer are covered under the prior carrier's policy; and
2. are not in Active Employment due to Injury or Sickness on the effective date of this policy.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior policy and subject to any applicable policy limitations; or
2. the amount of Disability benefits payable under this policy. If benefits are payable under the prior policy for the Disability, no benefits are payable under this policy.

[Disability Due to a Pre-Existing Condition

If an individual was insured under the prior carrier's policy at the time of transfer and was in Active Employment and insured under this policy on its effective date, benefits may be payable for a Disability due to a Pre-Existing Condition.

If the individual can satisfy this policy's Pre-Existing Condition Exclusion, the benefit will be determined according to this policy.

If the individual cannot satisfy this policy's Pre-Existing Condition Exclusion, then:

1. Lincoln will apply the Pre-Existing Condition Exclusion of the prior carrier's policy and;
2. if the individual would have satisfied the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time coverage under this policy and the prior carrier's policy, the benefit will be determined according to this policy. However, the Maximum Monthly Benefit amount payable under this policy shall not exceed the maximum monthly benefit payable under the prior carrier's policy.

No benefit will be paid if the individual cannot satisfy the Pre-Existing Condition Exclusions of either policy.]

[Disability Due to a Pre-Existing Condition

If there is a Pre-Existing Condition Exclusion it will be waived for certain individuals upon transfer of insurance carrier.

The "Pre-Existing Condition Exclusion" will not apply to the individual if he:

1. is in Active Employment on the effective date of this policy; and
2. was insured under the prior carrier's policy on its termination date.]

[SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Transfer Provision - Merger or Acquisition

In order to prevent loss of coverage for an individual because of a transfer of coverage due to a merger or acquisition, this policy will provide coverage for certain individuals as follows:

Failure to be In Active Employment Due to Injury or Sickness:

Subject to premium payments, this policy will cover individuals who:

1. at the time of transfer are covered under the prior group policy; and
2. are not in Active Employment due to Injury or Sickness on the effective date of this policy.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior policy and subject any applicable policy limitations; and
2. the amount of Disability benefits payable under this policy. If benefits are payable under the prior policy for the Disability, no benefits are payable under this policy.

[Disability Due to a Pre-Existing Condition

If an individual was insured under the prior carrier's policy at the time of transfer and was in Active Employment and insured under this policy on its effective date, benefits may be payable for a Disability due to a Pre-Existing Condition.

If the individual can satisfy this policy's Pre-Existing Condition Exclusion, the benefit will be determined according to this policy.

If the individual cannot satisfy this policy's Pre-Existing Condition Exclusion, then:

1. Lincoln will apply the Pre-Existing Condition Exclusion of the prior carrier's policy and;
2. if the individual would have satisfied the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time coverage under this policy; and the prior carrier's policy, the benefit will be determined according to this policy. However, the Maximum Monthly Benefit amount payable under this policy shall not exceed the maximum monthly benefit payable under the prior carrier's policy.

No benefit will be paid if the individual cannot satisfy the Pre-Existing Condition Exclusions of either policy.]

[Disability Due to a Pre-Existing Condition

If there is a Pre-Existing Condition Exclusion it will be waived for certain individuals upon transfer of coverage.

The "Pre-Existing Condition Exclusion" will not apply to the individual if he:

1. is in Active Employment on the effective date of this policy; and
2. was insured under the prior carrier's policy on its termination date.]

[SECTION 4 - DISABILITY INCOME BENEFITS

SHORT TERM DISABILITY COVERAGE

Disability Benefit

When Lincoln receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, Lincoln will pay the Covered Person a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this policy. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage.

The Weekly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

[Amount of Disability Weekly Benefit

To figure the amount of Weekly Benefit:

1. Take [the lesser of:
 - a.] the Covered Person's Basic Weekly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; [or
 - b. the Maximum Weekly Benefit shown in the Schedule of Benefits;] and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy), from this amount.]

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability

When Lincoln receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit, subject to any other provisions of this policy. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between [20% and 80%] of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

Loss of Earnings Weekly Calculation

The Weekly Benefit will be calculated as follows:

1. Subtract the Covered Person's earnings received while he is Partially Disabled from his Basic Weekly Earnings. This figure represents the amount of lost earnings.
2. Multiply the amount of lost earnings by 75%; and then
3. deduct Other Income Benefits (shown in the Other Income Benefits and Other Income Earnings provision of this policy) from this amount.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this policy.

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability

When Lincoln receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit, subject to any other provisions of this policy. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between [20% and 80%] of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

Proportionate Loss Weekly Calculation

To figure the Amount of Weekly Benefit the formula $(A \text{ divided by } B) \times C$ will be used.

- A = The Covered Person's Basic Weekly Earnings minus the Covered Person's earnings received while he is Partially Disabled. This figure represents the amount of lost earnings.
- B = The Covered Person's Basic Weekly Earnings.
- C = The Weekly Benefit as figured in the Disability provision of this policy plus the Covered Person's earnings received while he is Partially Disabled (not including adjustments under the Cost of Living Adjustment Benefit, if included).

[On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Weekly Earnings" is:

1. replaced by "Indexed Basic Weekly Earnings"; and
2. increased annually by [7%], or the current annual percentage increase in the Consumer Price Index, whichever is less.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this policy.]

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability

When Lincoln receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a loss of earnings Weekly Benefit, subject to any other provisions of this policy. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between [20% and 80%] of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

Work Incentive Calculation

The work incentive benefit will be an amount equal to the Covered Person's Basic Weekly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings.

The work incentive benefit will only be reduced, if the Weekly Benefit payable plus any earnings exceed 100% of the Covered Person's Basic Weekly Earnings. If the combined total is more, the Weekly Benefit will be reduced by the excess amount so that the Weekly Benefit plus the Covered Person's earnings does not exceed 100% of his Basic Weekly Earnings.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this policy.

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Rehabilitation Incentive Benefit

Lincoln will pay an increased Weekly Benefit while a Covered Person is fully participating in a Rehabilitation Program. Lincoln must first approve the Rehabilitation Program in writing before a Covered Person can be considered for this benefit. If Lincoln does not approve a Rehabilitation Program, the regular Disability benefit will be payable provided the Covered Person is Disabled under the terms of this policy. To be eligible for a Rehabilitation Incentive Benefit, the Covered Person must:

1. be Disabled and receiving benefits under this policy; and
2. be fully participating in a Rehabilitation Program approved by Lincoln.

Increased Weekly Benefit

If the Covered Person is eligible for a Rehabilitation Incentive Benefit, the benefit percentage shown in the Schedule of Benefits, will be increased [to 80%]. The increased benefit will begin [on the first day of the month] after Lincoln receives written Proof of the Covered Person's full participation in the Rehabilitation Program.

[Disability Benefits Termination

If the Covered Person, at any time, declines to fully participate in an approved Rehabilitation Program recommended by Lincoln, his Disability benefits will terminate [on the first day of the month] following the Covered Person's declination to fully participate in the approved Rehabilitation Program. If Lincoln recommends rehabilitation, no benefit will be paid from the date recommendation is made until Lincoln receives the Covered Person's written agreement to fully participate in the Rehabilitation Program.]

[Decreased Weekly Benefit

If the Covered Person, at any time, declines to fully participate in an approved Rehabilitation Program recommended by Lincoln, the benefit percentage shown in the Schedule of Benefits will be reduced [to 40%] beginning [on the first day of the month] following the Covered Person's declination to fully participate in the approved Rehabilitation Program. If Lincoln recommends rehabilitation, benefits will be paid at the reduced amount from the date recommendation is made until Lincoln receives the Covered Person's written agreement to fully participate in the Rehabilitation Program.]

Discontinuation of the Rehabilitation Incentive Benefit

The Rehabilitation Incentive Benefit will cease:

1. when the Covered Person is no longer fully participating in a Rehabilitation Program approved by Lincoln;
2. in accordance with the provision[s] entitled "Discontinuation of the Short Term Disability Benefit"; or
3. when the Rehabilitation Program ends.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)]

SHORT TERM DISABILITY COVERAGE (Continued)

Rehabilitation Incentive Benefit (Continued)

For the purpose of this provision, "**Rehabilitation Program**" means a comprehensive individually tailored, goal oriented program to return a Disabled Covered Person to gainful employment. The services offered may include, but are not limited to, the following:

1. physical therapy;
2. occupational therapy;
3. work hardening programs;
4. functional capacity evaluations;
5. psychological and vocational counseling;
6. rehabilitative employment; and
7. vocational rehabilitation services.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. [any benefit payable under Workers' or Workmen's Compensation law;
 - b.] any work loss provision in mandatory "No-Fault" auto insurance; or
 - [c]. any [other] governmental program or coverage required or provided by statute (including any amount attributable to the Covered Person's family).
2. any amount the Covered Person receives from any unemployment benefits[]; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Policy, the Quebec Pension Plan, or any similar plan or act, which:
 - a. the Covered Person receives or is eligible to receive[]; and
 - b. his spouse, child or children receives or are eligible to receive because of his Disability; or
 - c. his spouse, child or children receives or are eligible to receive because of his eligibility for Retirement benefits[].]

Other Income Earnings means:

- [1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
- 2.] the amount of earnings the Covered Person earns or receives from any form of employment [including severance].

Other Income Benefits, except Retirement benefits, must be payable as a result of the same Disability for which Lincoln pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this policy.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Estimation of Benefits

Lincoln will reduce the Covered Person's Disability [or Partial Disability] benefits by the amount of Other Income Benefits that we estimate are payable to the Covered Person [and his dependents].

The Covered Person's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Covered Person:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Covered Person agrees to repay Lincoln for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Lincoln determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Lincoln determines that further appeals are not likely to succeed.

In the event that Lincoln overestimates the amount payable to the Covered Person from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this policy, Lincoln will reimburse the Covered Person for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgement which are paid to the Covered Person in a lump sum and meant to compensate the Covered Person for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this policy.

Prorated Benefits

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be [1/7th] for each day for such period of Disability.

Discontinuation of the Short Term Disability Benefit

The Weekly Benefit will cease on the earliest of:

1. the date the Covered Person fails to provide Proof of continued Disability [or Partial Disability] and Regular Attendance of a Physician;
2. the date the Covered Person fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Discontinuation of the Short Term Disability Benefit (Continued)

The Weekly Benefit will cease on the earliest of: (Continued)

3. the date the Covered Person refuses to be examined or evaluated at reasonable intervals;
4. the date the Covered Person refuses to receive Appropriate Available Treatment;
5. the date the Covered Person refuses a job with the Sponsor where workplace modifications or accommodations were made to allow the Covered Person to perform the Material and Substantial Duties of the job;
- [6.] [the date the Covered Person is able to work in his Own Job on a part-time basis, but chooses not to;]
- [7.] [[the first day of the month following] the date the Covered Person refuses to fully participate in a Rehabilitation Program recommended by Lincoln according to the individually written Rehabilitation Program;]
- [8. the date the Covered Person's current Partial Disability earnings exceed [80%] of his Basic Weekly Earnings;

Because the Covered Person's current earnings may fluctuate, Lincoln will average earnings over three consecutive weeks rather than immediately terminating his benefit once [80%] of Basic Weekly Earnings has been exceeded.
- 9.] the date the Covered Person is no longer Disabled according to this policy;
- [10.] the end of the Maximum Benefit Period; or
- [11.] the date the Covered Person dies.

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

With respect to this policy, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this policy, a Covered Person:

1. returns to his Own Job on an Active Employment basis for less than [two continuous weeks]; and
2. performs all the Material and Substantial duties of his Own Job.

To qualify for the Successive Periods of Disability benefit, the Covered Person must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this policy for the prior Disability.

If a Covered Person returns to his Own Job on an Active Employment basis for [two continuous weeks or more,] the Successive Period of Disability will be treated as a new period of Disability. The Covered Person must complete another Elimination Period.

If a Covered Person becomes eligible for coverage under any other group short term disability coverage, this Successive Periods of Disability provision will cease to apply to that Covered Person.

[SECTION 4 - DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When Lincoln receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, Lincoln will pay the Covered Person a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this policy. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage.

The Monthly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

[Amount of Disability Monthly Benefit

To figure the amount of Monthly Benefit:

1. Take the lesser of:
 - a. the Covered Person's Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
 - b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy), from this amount.

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]

[SECTION 4 - DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When Lincoln receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, Lincoln will pay the Covered Person a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this policy. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage.

The Monthly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

[Amount of Disability Monthly Benefit

To figure the amount of Monthly Benefit:

Take the lesser of:

1. the Covered Person's Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits;
2. [70%] of the Covered Person's Basic Monthly Earnings less Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy); or
3. the Maximum Monthly Benefit shown in the Schedule of Benefits.

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]]

[SECTION 4 - DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When Lincoln receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, Lincoln will pay the Covered Person a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this policy. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage.

The Monthly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

[Amount of Disability Monthly Benefit

To figure the amount of Monthly Benefit:

Take the lesser of:

1. the Covered Person's Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, less all Other Income Benefits and Other Income Earnings except family Social Security (shown in the Other Income Benefits and Other Income Earnings provision of this policy);
2. [70%] of the Covered Person's Basic Monthly Earnings less Other Income Benefits and Other Income Earnings including family Social Security, (shown in the Other Income Benefits and Other Income Earnings provision of this policy); or
3. the Maximum Monthly Benefit shown in the Schedule of Benefits.

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]]

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability

When Lincoln receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Monthly Benefit, subject to any other provisions of this policy. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Occupation or another occupation, must satisfy the Elimination Period and must be earning between [20% and 80%] of his Basic Monthly Earnings.

A Monthly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

Loss of Earnings Monthly Calculation [with Work Incentive Benefit

For the first [12 months,] the work incentive benefit will be an amount equal to the Covered Person's Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings. The work incentive benefit will only be reduced, if the Monthly Benefit payable plus any earnings exceed 100% of the Covered Person's Basic Monthly Earnings. If the combined total is more, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus the Covered Person's earnings does not exceed 100% of his Basic Monthly Earnings.

Thereafter, the Monthly Benefit will be calculated as follows:

1. The Covered Person's Basic Monthly Earnings minus the Covered Person's earnings received while he is Partially Disabled. This figure represents the amount of lost earnings.
2. Multiply the amount of lost earnings by 75%; and then
3. deduct Other Income Benefits (shown in the Other Income Benefits and Other Income Earnings provision of this policy) from this amount.

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability

When Lincoln receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Monthly Benefit, subject to any other provisions of this policy. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Occupation or another occupation, must satisfy the Elimination Period and must be earning between [20% and 80%] of his Basic Monthly Earnings.

A Monthly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

Proportionate Loss Monthly Calculation [with Work Incentive Benefit

For the first [12 months,] the work incentive benefit will be an amount equal to the Covered Person's Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings. The work incentive benefit will only be reduced, if the Monthly Benefit payable plus any earnings exceed 100% of the Covered Person's Basic Monthly Earnings. If the combined total is more, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus the Covered Person's earnings does not exceed 100% of his Basic Monthly Earnings.

Thereafter, to figure the Amount of Monthly Benefit the formula $(A \text{ divided by } B) \times C$ will be used.

- A = The Covered Person's Basic Monthly Earnings minus the Covered Person's earnings received while he is Partially Disabled. This figure represents the amount of lost earnings.
- B = The Covered Person's Basic Monthly Earnings.
- C = The Monthly Benefit as figured in the Disability provision of this policy plus the Covered Person's earnings received while he is Partially Disabled, (but, not including adjustments under the Cost of Living Adjustment Benefit, if included).

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability (Continued)

Proportionate Loss Monthly Calculation [with Work Incentive Benefit] (Continued)

[On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Monthly Earnings" is:

1. replaced by "Indexed Basic Monthly Earnings"; and
2. increased annually by [7%], or the current annual percentage increase in the Consumer Price Index, whichever is less.]

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

[Mental Illness, Substance Abuse and/or Non-Verifiable Symptoms Limitation]

[The benefit for Disability due to [Mental Illness, Substance Abuse and/or Non-Verifiable Symptoms] will not exceed a [combined] period of [24 months] of Monthly Benefit payments while the Covered Person is insured under this policy.

If the Covered Person is in a Hospital or Institution for [Mental Illness and/or Substance Abuse] at the end of the [combined] period of [24 months], the Monthly Benefit will be paid during the confinement.

If the Covered Person is not confined in a Hospital or Institution for [Mental Illness and/or Substance Abuse,] but is fully participating in an Extended Treatment Plan for the condition that caused Disability, the Monthly Benefit will be payable to a Covered Person for up to a [combined] period of [36 months].

In no event will the Monthly Benefit be payable beyond the Maximum Benefit Period shown in the Schedule of Benefits.]

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Rehabilitation Incentive Benefit

Lincoln will pay an increased Monthly Benefit while a Covered Person is fully participating in a Rehabilitation Program. Lincoln must first approve the Rehabilitation Program in writing before a Covered Person can be considered for this benefit. If Lincoln does not approve a Rehabilitation Program, the regular Disability benefit will be payable provided the Covered Person is Disabled under the terms of this policy. To be eligible for a Rehabilitation Incentive Benefit, the Covered Person must:

1. be Disabled and receiving benefits under this policy; and
2. be fully participating in a Rehabilitation Program approved by Lincoln.

Increased Monthly Benefit

If the Covered Person is eligible for a Rehabilitation Incentive Benefit, the benefit percentage shown in the Schedule of Benefits, will be increased [to 80%]. The increased benefit will begin [on the first day of the month] after Lincoln receives written Proof of the Covered Person's full participation in the Rehabilitation Program.

[Disability Benefits Termination

If the Covered Person, at any time, declines to fully participate in an approved Rehabilitation Program recommended by Lincoln, his Disability benefits will terminate [on the first day of the month] following the Covered Person's declination to fully participate in the approved Rehabilitation Program. If Lincoln recommends rehabilitation, no benefit will be paid from the date recommendation is made until Lincoln receives the Covered Person's written agreement to fully participate in the Rehabilitation Program.]

[Decreased Monthly Benefit

If the Covered Person, at any time, declines to fully participate in an approved Rehabilitation Program recommended by Lincoln, the benefit percentage shown in the Schedule of Benefits will be reduced [to 40%] beginning [on the first day of the month] following the Covered Person's declination to fully participate in the approved Rehabilitation Program. If Lincoln recommends rehabilitation, benefits will be paid at the reduced amount from the date recommendation is made until Lincoln receives the Covered Person's written agreement to fully participate in the Rehabilitation Program.]

Discontinuation of the Rehabilitation Incentive Benefit

The Rehabilitation Incentive Benefit will cease:

1. when the Covered Person is no longer fully participating in a Rehabilitation Program approved by Lincoln;
2. in accordance with the provision[s] entitled "Discontinuation of the Long Term Disability Benefit"; or
3. when the Rehabilitation Program ends.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)]

LONG TERM DISABILITY COVERAGE (Continued)

Rehabilitation Incentive Benefit (Continued)

For the purpose of this provision, "**Rehabilitation Program**" means a comprehensive individually tailored, goal oriented program to return a Disabled Covered Person to gainful employment. The services offered may include, but are not limited to, the following:

1. physical therapy;
2. occupational therapy;
3. work hardening programs;
4. functional capacity evaluations;
5. psychological and vocational counseling;
6. rehabilitative employment; and
7. vocational rehabilitation services.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

[Three] Month Survivor Benefit

Lincoln will pay a lump sum benefit to the Eligible Survivor when Proof is received that a Covered Person died:

1. after Disability had continued for [180 or more consecutive days]; and
2. while receiving a Monthly Benefit.

The lump sum benefit will be an amount equal to [three] times the Covered Person's Last Monthly Benefit.

If the survivor benefit is payable to the Covered Person's children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

[If there is no Eligible Survivor, the benefit is payable to the estate.]

If an overpayment is due to Lincoln at the time of a Covered Person's death, the benefit payable under this provision will be applied toward satisfying the overpayment.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

[One Year] Family Income Benefit

Lincoln will pay a benefit to the Eligible Survivor when Proof is received that a Covered Person died:

1. after Disability had continued for [180 or more consecutive days]; and
2. while receiving a Monthly Benefit.

This benefit will be paid monthly for [one year] from the date of death. The amount will be equal to [66 2/3%] of the Covered Person's Last Monthly Benefit.

If the survivor benefit is payable to the Covered Person's children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

[If there is no Eligible Survivor, the benefit is payable to the estate.]

If an overpayment is due to Lincoln at the time of a Covered Person's death, the benefit payable under this provision will be applied toward satisfying the overpayment.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Cost of Living Adjustment Benefit

Lincoln will pay a Cost of Living Adjustment Benefit to all eligible Covered Persons after they have met their Elimination Period and continue to be Disabled from an Injury or Sickness for [12 or more months].

Eligibility

A Covered Person will be eligible for a Cost of Living Adjustment Benefit if he:

1. has been Disabled for [12 consecutive months] following his Elimination Period; and
2. is receiving Disability benefits on [July 1st].

The Covered Person will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent [July 1st] if he is continuously receiving Disability benefits under this policy. No more than [five] adjustments may be made during the Covered Person's benefit period.

Cost of Living Adjustment Monthly Benefit

To figure the amount of the Cost of Living Adjustment Benefit:

1. multiply the Covered Person's net monthly Disability benefit by [3%]; and
2. add the amount determined above to the Covered Person's net monthly Disability benefit.

The Cost of Living Adjustment Benefit is not subject to the Maximum Monthly Benefit as shown in the Schedule of Benefits.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date the Covered Person ceases to be Disabled;
2. the date the Covered Person dies;
3. the end of the Maximum Benefit Period; or
4. the date the Covered Person has received [five] Cost of Living Adjustment Benefits.

The Covered Person will continue to receive the latest adjusted Monthly Benefit as long as he qualifies to receive benefits.

Cost of Living Adjustment Net Monthly Benefit

The net Monthly Benefit means the amount determined by reducing the Covered Person's amount of Monthly Benefit by Other Income Benefits and Other Income Earnings stated in this policy. For the purpose of calculating adjustments, the net Monthly Benefit will include any prior years' Cost of Living Adjustment.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Cost of Living Adjustment Benefit

Lincoln will pay a Cost of Living Adjustment Benefit to all eligible Covered Persons after they have met their Elimination Period and continue to be Disabled from an Injury or Sickness for [12 or more months].

Eligibility

A Covered Person will be eligible for a Cost of Living Adjustment Benefit if he:

1. has been Disabled for [12 consecutive months] following his Elimination Period; and
2. is receiving Disability benefits on [July 1st].

The Covered Person will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent [July 1st] if he is continuously receiving Disability benefits under this policy.

Cost of Living Adjustment Monthly Benefit

To figure the amount of the Cost of Living Adjustment Benefit:

1. multiply the Covered Person's net monthly Disability benefit by [3%]; and
2. add the amount determined above to the Covered Person's net monthly Disability benefit.

The Cost of Living Adjustment Benefit is not subject to the Maximum Monthly Benefit as shown in the Schedule of Benefits.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date the Covered Person ceases to be Disabled;
2. the date the Covered Person dies; or
3. the end of the Maximum Benefit Period.

Cost of Living Adjustment Net Monthly Benefit

The net Monthly Benefit means the amount determined by reducing the Covered Person's amount of Monthly Benefit by Other Income Benefits and Other Income Earnings stated in this policy. For the purpose of calculating adjustments, the net Monthly Benefit will include any prior years' Cost of Living Adjustments.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Workplace Modification Benefit

If a Covered Person is Disabled [or Partially Disabled] and receiving a benefit from Lincoln, a benefit may be payable to the Sponsor as part of the Covered Person's benefit for modifications to the workplace to accommodate the Covered Person's return to work [or to assist the Covered Person in remaining at work].

Lincoln will reimburse the Sponsor for up to 100% of reasonable costs the Sponsor incurs for the modification, up to the greater of:

1. [\$1,000]; or
2. the equivalent of [two months] of the Covered Person's Monthly Benefit.

To qualify for this benefit:

1. the Disability [or Partial Disability] must prevent the Covered Person from performing some or all of the Material and Substantial Duties of his occupation; and
2. any proposed modifications must be approved in writing and signed by the Covered Person, the Sponsor and Lincoln; and
3. the Sponsor must agree to make the modifications to the workplace to reasonably accommodate the Covered Person's return to work [or to assist the Covered Person in remaining at work].

The Sponsor's costs for the approved modifications will be reimbursed after:

1. the proposed modifications have been made; and
2. written proof of the expenses incurred by the Sponsor has been provided to Lincoln; and
3. Lincoln has received proof that the Covered Person has returned to [and/or remains] at work.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Inflation Adjustment Benefit

The Inflation Adjustment Benefit provision provides an automatic annual increase of [\$500] to the Covered Person's Maximum Monthly Benefit, as shown in the Schedule of Benefits. The increased amount will automatically become effective on each anniversary of this policy to a maximum of [four years or \$10,000], whichever occurs first.

The effective date for the inflation adjustment's increased Maximum Monthly Benefit amount will be delayed for a Covered Person if he is not in Active Employment because of a Disability on the effective date of an increase. The increased Maximum Monthly Benefit will only apply to Disabilities occurring on or after the effective date of each increased amount.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Monthly Pension Supplement Benefit

If a Covered Person is receiving a Monthly Benefit and is an eligible participant in the Sponsor's qualified defined contribution pension plan and is or becomes Permanently and Totally Disabled in addition to payment of such Monthly Benefit, a Monthly Pension Supplement Benefit will be payable to the trust established in connection with such plan.

The Monthly Pension Supplement Benefit will be equal to [6% of the Covered Person's Basic Monthly Earnings up to \$4,000 and 12% of such earnings in excess of \$4,000 to a maximum benefit of \$6,000]. The Monthly Pension Supplement Benefit will be paid to the trust for allocation to such Covered Person's account maintained by such trust for purposes of meeting all or part (depending upon the amount of the benefit) of the Sponsor's obligation to make a contribution to such trust on behalf of such Covered Person.

The entire part of the premium to provide this Monthly Pension Supplement Benefit is paid by the Sponsor out of its own assets. Covered Persons do not pay any part of the cost of this benefit.

The Monthly Pension Supplement Benefit is not subject to the provision entitled Other Income Benefits and Other Income Earnings or the Maximum Monthly Benefit.

Proof of Permanent and Total Disability, when applicable, Regular Attendance by a Physician and Appropriate Available Treatment must be given to Lincoln within 30 days of the request for such Proof. Failure to furnish such Proof within such time shall not invalidate any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

The Monthly Pension Supplement Benefit will cease on the earliest of the following dates:

1. the date the Covered Person is no longer Permanently and Totally Disabled, as defined in this provision;
2. the date the Covered Person ceases to be an eligible participant in the Sponsor's qualified defined contribution pension plan;
3. the date the Covered Person dies;
4. the end of the Maximum Benefit Period;
5. the date the Covered Person voluntarily elects to receive Disability or retirement benefits under the Sponsor's qualified defined contribution pension plan.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)]

LONG TERM DISABILITY COVERAGE (Continued)

Monthly Pension Supplement Benefit (Continued)

With respect to this provision, the term, "**Permanently and Totally Disabled**" means the Covered Person is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than [12 months].

Note: Any Monthly Pension Supplement Benefit paid under this provision will release Lincoln of liability to the extent of such payment. The Sponsor shall be solely responsible for meeting all Federal and State requirements applicable to its qualified defined contribution pension plan.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)]

LONG TERM DISABILITY COVERAGE (Continued)

Minimum Indemnity for Accidental Dismemberment and Loss of Sight Benefit

If Injury results in any of the losses listed in the Schedule below, the Disability Monthly Benefit will be paid to the Covered Person for the number of monthly payments shown in this Schedule.

The loss must:

1. result from an Injury caused by an accident which occurred while the Employee was insured for this benefit;
2. result from that Injury directly and independently of all other causes; and
3. occur within 100 days after the accident.

If death occurs before all of these payments have been made, the balance remaining at the time of death will be paid to the Covered Person's estate.

SCHEDULE

<u>For loss of</u>	<u>Monthly Payments</u>	<u>Minimum Number of</u>
Sight of Both Eyes.....		46
Hands.....		46
Both Feet.....		46
One Hand and One Foot.....		46
One Hand and Sight of One Eye.....		46
One Foot and Sight of One Eye.....		46
One Hand or One Foot.....		23
Sight of One Eye.....		15
Thumb and Index Finger of Either Hand.....		12

The maximum number of monthly payments payable to any Covered Person for all losses suffered in any one accident shall be limited to that one loss for which the greatest number of monthly payments is provided in the above Schedule.

Loss of hands and feet means loss by severance at or above the wrist or ankle joint. Loss of sight means total and irrecoverable loss of sight. Loss of thumb and index finger means actual severance at or above the knuckles joining each to the hand.

A benefit may be payable for a period in excess of the number of months indicated in the above Schedule provided that the Covered Person is Disabled.

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE

Human Immunodeficiency Virus Benefits (HIV)

When Proof is received that a Covered Person's ability to continue working for the Sponsor has been impaired by the action of the state licensing board, because he tested positive for HIV, the Covered Person may be eligible to receive an HIV Disability benefit.

If the Covered Person is eligible to receive an HIV Disability benefit, he will be considered Disabled under the terms of this policy. To be eligible to receive such benefits, the Covered Person must:

1. satisfy the Elimination Period;
2. provide Proof that he tested positive for HIV;
3. provide Proof of a loss of or restrictions placed on his license to practice in the health care field;
4. be employed in his Own Occupation or Any Occupation that he is or becomes reasonably fitted by training, education, experience, age and physical and mental capacity; and
5. be earning less than 80% of his Basic Monthly Earnings.

For the purposes of this provision, the Covered Person may satisfy the Elimination Period if he is unable to perform all or some of the Material and Substantial Duties of his Own Occupation because of testing positive for HIV, during such time.

Human Immunodeficiency Virus (HIV) Monthly Benefit

[To figure the amount of Monthly Benefit the formula (A divided by B) x C will be used:

- A = The Covered Person's Basic Monthly Earnings minus the Covered Person's earnings received while he is Disabled.
- B = The Covered Person's Basic Monthly Earnings.
- C = The Monthly Benefit as figured in the Disability provision of this policy, (but, not including adjustments under the Cost of Living Adjustment Benefit, if included).]

[On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Monthly Earnings" is:

1. replaced by "Indexed Basic Monthly Earnings"; and
2. increased annually by [7%], or the current annual percentage increase in the Consumer Price Index, whichever is less.]

[The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits, or be paid in addition to any other Disability benefit. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.]

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. Workers' or Workmen's Compensation Laws;
 - b. Occupational Disease Law;
 - c. Title 46, United States Code Section 688 (The Jones Act);
 - d. any work loss provision in mandatory "No-Fault" auto insurance;
 - e. Railroad Retirement Act;
 - f. any governmental compulsory benefit act or law; or
 - g. any other act or law of like intent.
2. The amount of any Disability benefits which the Covered Person is eligible to receive under:
 - a. any other group insurance policy of the Sponsor;
 - b. any governmental retirement system as a result of his employment with the Sponsor[; or
 - c. any individual insurance policy where the premium is wholly or partially paid by the Sponsor. However, Lincoln will only reduce the Monthly Benefit if the Covered Person's Monthly Benefit under this policy, plus any benefits that the Covered Person is eligible to receive under such individual insurance plan exceed 100% of the Covered Person's Basic Monthly Earnings. If this sum exceeds 100% of Basic Monthly Earnings, the Covered Person's Monthly Benefit under this policy will be reduced by such excess amount.]
3. The amount of benefits the Covered Person receives under the Sponsor's Retirement Plan as follows:
 - a. the amount of any Disability Benefits under a Retirement Plan, or Retirement Benefits under a Retirement Plan the Covered Person voluntarily elects to receive as retirement payment under the Sponsor's Retirement Plan; and
 - b. the amount the Covered Person receives as retirement payments when he reaches the later of age [62], or normal retirement age as defined in the Sponsor's plan.
4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which the Covered Person received or is eligible to receive.
5. Any amount the Covered Person receives from any unemployment benefits.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings (Continued)

Other Income Earnings means:

- [1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
- 2.] the amount of earnings the Covered Person earns or receives from any form of employment [including severance].

Other Income Benefits, except Retirement benefits, must be payable as a result of the same Disability for which Lincoln pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this policy.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. Workers' or Workmen's Compensation Laws;
 - b. Occupational Disease Law;
 - c. Title 46, United States Code Section 688 (The Jones Act);
 - d. any work loss provision in mandatory "No-Fault" auto insurance;
 - e. Railroad Retirement Act;
 - f. any governmental compulsory benefit act or law; or
 - g. any other act or law of like intent.
2. The amount of any Disability benefits which the Covered Person is eligible to receive under:
 - a. any other group insurance plan of the Sponsor;
 - b. any governmental retirement system as a result of his employment with the Sponsor[; or
 - c. any individual insurance plan where the premium is wholly or partially paid by the Sponsor. However, Lincoln will only reduce the Monthly Benefit if the Covered Person's Monthly Benefit under this policy, plus any benefits that the Covered Person is eligible to receive under such individual insurance plan exceed 100% of the Covered Person's Basic Monthly Earnings. If this sum exceeds 100% of Basic Monthly Earnings, the Covered Person's Monthly Benefit under this policy will be reduced by such excess amount.]
3. The amount of benefits the Covered Person receives under the Sponsor's Retirement Plan as follows:
 - a. the amount of any Disability Benefits under a Retirement Plan, or Retirement Benefits under a Retirement Plan the Covered Person voluntarily elects to receive as retirement payment under the Sponsor's Retirement Plan; and
 - b. the amount the Covered Person receives as retirement payments when he reaches the later of age [62], or normal retirement age as defined in the Sponsor's plan.
4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
 - a. the Covered Person receives or is eligible to receive; and
 - b. his spouse, child or children receives or are eligible to receive because of his Disability; or
 - c. his spouse, child or children receives or are eligible to receive because of his eligibility for Retirement benefits.
5. Any amount the Covered Person receives from any unemployment benefits.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings (Continued)

Other Income Earnings means:

- [1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
- 2.] the amount of earnings the Covered Person earns or receives from any form of employment [including severance].

Other Income Benefits, except Retirement benefits, must be payable as a result of the same Disability for which Lincoln pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this policy.

SAMPLE

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Estimation of Benefits

Lincoln will reduce the Covered Person's Disability [or Partial Disability] benefits by the amount of Other Income Benefits that we estimate are payable to the Covered Person [and his dependents].

The Covered Person's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Covered Person:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Covered Person agrees to repay Lincoln for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Lincoln determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Lincoln determines that further appeals are not likely to succeed.

Lincoln will not estimate or reduce for any benefits under the Sponsor's pension or retirement benefit plan according to applicable law, until the Covered Person actually receives them.

In the event that Lincoln overestimates the amount payable to the Covered Person from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this policy, Lincoln will reimburse the Covered Person for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgment) or denied (after appeal through the highest administrative level).

Social Security Assistance

Lincoln may help a Covered Person in applying for Social Security Disability Income Benefits. In order to be eligible for assistance the Covered Person must be receiving a Monthly Benefit from Lincoln. Such assistance will be provided only if Lincoln determines that assistance would be beneficial.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgment which are paid to the Covered Person in a lump sum and are meant to compensate the Covered Person for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a monthly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, the lesser of:
 - a. the remainder of the Maximum Benefit Period; or
 - b. 5 years.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits and Other Income Earnings provision of this policy. This provision does not apply to increases received from any form of employment.

Prorated Benefits

For any period for which a Long Term Disability benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be [1/30th] for each day for such period of Disability.

Discontinuation of the Long Term Disability Benefit

The Monthly Benefit will cease on the earliest of:

1. the date the Covered Person fails to provide Proof of continued Disability [or Partial Disability] and Regular Attendance of a Physician;
2. the date the Covered Person fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Discontinuation of the Long Term Disability Benefit (Continued)

The Monthly Benefit will cease on the earliest of: (Continued)

3. the date the Covered Person refuses to be examined or evaluated at reasonable intervals;
4. the date the Covered Person refuses to receive Appropriate Available Treatment;
5. the date the Covered Person refuses a job with the Sponsor where workplace modifications or accommodations were made to allow the Covered Person to perform the Material and Substantial Duties of the job;
- [6.] [the date the Covered Person is able to work in his Own Occupation on a part-time basis, but chooses not to;]
- [7.] [[the first day of the month following] the date the Covered Person refuses to fully participate in a Rehabilitation Program recommended by Lincoln according to the individually written Rehabilitation Program;]
- [8.] the date the Covered Person's current Partial Disability earnings exceed [80%] of his [Indexed] Basic Monthly Earnings;

Because the Covered Person's current earnings may fluctuate, Lincoln will average earnings over three consecutive months rather than immediately terminating his benefit once [80%] of [Indexed] Basic Monthly Earnings has been exceeded.
- 9.] the date the Covered Person is no longer Disabled according to this policy;
- [10.] the end of the Maximum Benefit Period; or
- [11.] the date the Covered Person dies.

[SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

With respect to this policy, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this policy, a Covered Person:

1. returns to his Own Occupation on an Active Employment basis for less than [six continuous months]; and
2. performs all the Material and Substantial Duties of his Own Occupation.

To qualify for a Successive Periods of Disability benefit, the Covered Person must experience more than a 20% loss of Basic Monthly Earnings.

Benefit payments will be subject to the terms of this policy for the prior Disability.

If a Covered Person returns to his Own Occupation on an Active Employment basis for [six continuous months or more], the Successive Period of Disability will be treated as a new period of Disability. The Covered Person must complete another Elimination Period.

If a Covered Person becomes eligible for coverage under any other group long term disability coverage, this Successive Period of Disability provision will cease to apply to that Covered Person.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This policy will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor;
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the individual is a Covered Person;
6. a gender change, including, but not limited to, any operation, drug therapy or any other procedure related to a gender change[; or
7. Substance Abuse].

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

[SECTION 5 - EXCLUSIONS
(Continued)

SHORT TERM DISABILITY COVERAGE

Disability Benefit Exclusions

A Weekly Benefit will not be payable if a Covered Person becomes Disabled due to:

1. Injury that arises out of or in the course of employment; or
2. Sickness when a benefit is payable under a Workers' Compensation Law, or any other act or law of like intent.

[These exceptions will not apply to partners or proprietors who elect not to be covered under such laws.]

SAMPLE

[SECTION 5 - EXCLUSIONS
(Continued)

SHORT TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of coverage.

SAMPLE

[SECTION 5 - EXCLUSIONS

(Continued)

SHORT TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion(s)

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of coverage.

For Employees who Increase their Coverage Option During an Annual Enrollment Period [or Due to a Family Status Change]:

This policy will not cover any increase in amount of coverage for any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of increased coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of increased coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of increased coverage.

[SECTION 5 - EXCLUSIONS
(Continued)

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of coverage[, unless he received no Treatment of the condition for any six consecutive months after his effective date of coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of coverage.

SAMPLE

[SECTION 5 - EXCLUSIONS
(Continued)

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by a Pre-Existing Condition; or
2. which results from a Pre-Existing Condition.

But, this policy will cover that Disability [or Partial Disability] once the Covered Person has performed the Material and Substantial Duties of his Own Occupation:

1. on an Active Employment basis; and
2. for at least five consecutive work days after the Covered Person's effective date of coverage.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [30 days] prior to the Covered Person's effective date of coverage.

SAMPLE

[SECTION 5 - EXCLUSIONS

(Continued)

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion(s)

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of coverage.

For Employees who Increase their Coverage Option During an Annual Enrollment Period [or Due to a Family Status Change]:

This policy will not cover the increase in amount of coverage for any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of increased coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of increased coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [three months] prior to the Covered Person's effective date of increased coverage.

[SECTION 5 - EXCLUSIONS

(Continued)

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion(s)

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by a Pre-Existing Condition; or
2. which results from a Pre-Existing Condition.

But, this policy will cover that Disability [or Partial Disability] once the Covered Person has performed the Material and Substantial Duties of his Own Occupation:

1. on an Active Employment basis; and
2. for at least five consecutive work days after the Covered Person's effective date of coverage.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [30 days] prior to the Covered Person's effective date of coverage.

For Employees who Increase their Coverage Option During any Annual Enrollment Period [or Due to a Family Status Change]:

This policy will not cover any increase in coverage for any Disability [or Partial Disability]:

1. which is caused or contributed to by a Pre-Existing Condition; or
2. which results from a Pre-Existing Condition.

But, this policy will cover that Disability [or Partial Disability] once the Covered Person has performed the Material and Substantial Duties of his Own Occupation:

1. on an Active Employment basis; and
2. for at least five consecutive work days after the Covered Person's effective date of the increased coverage.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [30 days] prior to the Covered Person's effective date of increased coverage.

[SECTION 5 - EXCLUSIONS
(Continued)]

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion(s)

This policy will not cover any Disability [or Partial Disability]:

1. which is caused or contributed to by a Pre-Existing Condition; or
2. which results from a Pre-Existing Condition.

But, this policy will cover that Disability [or Partial Disability] once the Covered Person has performed the Material and Substantial Duties of his Own Occupation:

1. on an Active Employment basis; and
2. for at least five consecutive work days after the Covered Person's effective date of coverage.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [30 days] prior to the Covered Person's effective date of coverage.

For Employees who Increase their Coverage Option During any Annual Enrollment Period [or Due to a Family Status Change]:

This policy will not cover any increase in the amount of coverage for any Disability [or Partial Disability]:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first [12 months] immediately after the Covered Person's effective date of increased coverage[, unless he received no Treatment of the condition for any [six consecutive months] after his effective date of increased coverage].

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within [3 months] prior to the Covered Person's effective date of increased coverage.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for insurance;
- [4. the last day for which any required Employee contribution has been made;
- 5.] the date employment terminates. [Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during:
 - a. the Elimination Period; and
 - b. any period during which premium is being waived.]
- [6. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.]

Lincoln reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

SECTION 6 - TERMINATION PROVISIONS

(Continued)

Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Lincoln at least [31 days] prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Lincoln for all premiums due and unpaid for the full period for which this policy is in force.
3. Lincoln may terminate this policy on any premium due date by giving written notice to the Sponsor at least [31 days] in advance if:
 - a. the number of Employees insured is fewer than [10]; or
 - [b. less than [100%] of the Employees eligible for any non-contributory insurance are insured for it; or]
 - [c. less than [75%] of the Employees eligible for any contributory insurance are insured for it; or
 - d.] the Sponsor fails:
 - i. to furnish promptly any information which Lincoln may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. [Lincoln may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months]. Lincoln will provide written notice of such termination to the Sponsor at least [31 days] before the termination is effective.
5. Termination may take effect on an earlier date if agreed to by the Sponsor and Lincoln.

[SECTION 6 - TERMINATION PROVISIONS

(Continued)

Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Lincoln at least [31 days] prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Lincoln for all premiums due and unpaid for the full period for which this policy is in force.
3. Lincoln may terminate this policy on any premium due date by giving written notice to the Sponsor at least [31 days] in advance if:
 - a. the number of Employees insured is fewer than [10]; or
 - [b. less than [100%] of all the Employees eligible for any non-contributory insurance are insured for it; or]
 - [c. less than [75%] of all the Employees eligible for any contributory insurance are insured for it; or
 - d.] the Sponsor fails:
 - i. to furnish promptly any information which Lincoln may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. [Lincoln may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months]. Lincoln will provide written notice of such termination to the Sponsor at least [31 days] before it is effective.
5. Termination may take effect on an earlier date if agreed to by the Sponsor and Lincoln.

[Termination of Coverage Option(s)]

Participation Requirements

Lincoln may terminate coverage or any coverage option afforded hereunder on any premium due date by giving written notice to the Sponsor at least [31 days] in advance:

1. if the overall participation for all coverage options falls below [25%] of the Employees eligible for benefits under this policy; and
2. if less than [10%] of the Employees eligible for each coverage option are insured for it.

Termination may take effect on an earlier date if agreed to by the Sponsor and Lincoln.]

[SECTION 6 - TERMINATION PROVISIONS

(Continued)

LONG TERM DISABILITY COVERAGE

Conversion Privilege

When a Covered Person's employment terminates with the Sponsor and he is no longer insured under this policy, he may be eligible to convert and become insured under Lincoln's Group Disability Conversion Policy [without submitting] [subject to] Evidence of Insurability.

Eligibility for Group Disability Conversion Insurance

To be eligible to purchase group disability conversion insurance, the Covered Person:

1. must have been insured under this policy for [12 consecutive months] immediately prior to termination of his employment. The time insured under this policy as well as the one it replaced, if any, will be considered in determining the Covered Person's eligibility to convert to Lincoln's Group Disability Conversion Policy; and
2. the Covered Person must apply for the group disability conversion insurance and submit the first [quarterly] premium to Lincoln within [31 days] after termination of coverage under this policy due to termination of employment.

Benefits Available under the Group Disability Conversion Policy

If a Covered Person is eligible to convert to Lincoln's Group Disability Conversion Policy, the Disability benefits and amount of Disability coverage he will be eligible to receive will be determined by Lincoln in accordance with its established underwriting guidelines. The Disability benefits and amount of Disability coverage may not be the same as he was eligible to receive under this policy.

Ineligibility for Group Disability Conversion Insurance

An individual may be ineligible for this Conversion Privilege if:

1. his coverage under this policy ceases for any of the following reasons:
 - a. this policy terminates;
 - b. this policy is amended to exclude from coverage the class of Employees to which the individual belongs;
 - c. the individual no longer belongs to a class of Employees eligible for coverage under this policy;
 - d. the individual retires (when an individual receives payment from any employer's Retirement Policy as recognition of past services or has concluded his working career);
 - e. the individual failed to pay any required premiums, when due;
2. he is or becomes eligible for long term disability coverage under another group policy within 31 days after termination of employment;
3. he is Disabled [or Partially Disabled] under the terms of this policy;
4. he recovers from a Disability and does not return to work for the Sponsor;
5. he is not in Active Employment due to an Injury, Sickness or Mental Illness; or
6. he is on a Leave of Absence.

SECTION 7 - GENERAL PROVISIONS

Assignment

No assignment of any present or future right or benefit under this policy will be allowed.

Complete Contract - Policy Changes

1. This policy is the entire contract. It consists of:
 - a. all of the pages; and
 - b. the attached signed Application of the Sponsor[; and
 - c. if contributory each Employee's signed application for insurance].
2. This policy may be changed in whole or in part. Only an officer of Lincoln can approve a change. The approval must be in writing and endorsed on or attached to this policy.
3. No other person, including an agent, may change this policy or waive any part of it.

Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

Employee's Certificate

Lincoln will provide a Certificate to the Sponsor for delivery to Covered Persons. It will state:

1. the name of the insurance company and the policy number;
2. a description of the insurance provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which insurance terminates; and
7. the rights of the Covered Person upon termination of this policy.

If the terms of a Certificate and this policy differ, this policy will govern.

Examination

Lincoln, at its own expense, may have the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Furnishing of Information - Access to Records

1. The Sponsor will furnish at regular intervals to Lincoln:
 - a. information relative to Employees:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this policy that may be reasonably required.

The Sponsor's records which, in the opinion of Lincoln, have a bearing on the insurance will be opened for inspection at any reasonable time.

2. Clerical error or omission will not:
 - a. deprive an Employee of insurance;
 - b. affect an Employee's Amount of Insurance; or
 - c. effect or continue an Employee's insurance which otherwise would not be in force.

Interpretation of the Policy

Lincoln shall possess the authority, in its sole discretion, to construe the terms of this policy and to determine benefit eligibility hereunder. Lincoln's decisions regarding construction of the terms of this policy and benefit eligibility shall be conclusive and binding.

Incontestability

The validity of this policy shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this policy shall not be contested on the basis of a statement made relating to insurability by any person covered under this policy after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until [60 days] after Proof of claim has been given; or
2. more than [one year] after the time Proof of claim is required.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Misstatement of Age

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon an Employee's age, the amount of the benefit will be the amount an Employee would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Lincoln is advised of the error.

Notice and Proof of Claim

1. Notice

- a. Notice of claim must be given to Lincoln within [30 days] of the date of the loss on which the claim is based. If that is not possible, Lincoln must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln.
- b. When written notice of claim is applicable and has been received by Lincoln, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln written Proof of claim without waiting for the forms.

2. Proof

- a. Satisfactory Proof of loss must be given to Lincoln no later than [30 days] after the end of the Elimination Period.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
- c. Proof of continued loss, continued Disability [or Partial Disability, when applicable,] and Regular Attendance of a Physician must be given to Lincoln within [30 days] of the request for such Proof.

Lincoln reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

Payment of Claims

The benefit is payable to the Covered Person. But, if a benefit is payable to a Covered Person's estate, a Covered Person who is a minor, or who is not competent, Lincoln has the right to pay up to [\$2,000] to any of the Covered Person's relatives or any other person whom Lincoln considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance or burial of the Covered Person. If Lincoln in good faith pays the benefit in such a manner, any such payment shall fulfill Lincoln's responsibility for the amount paid.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Right of Recovery

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. the Covered Person's receipt of any Other Income Benefits.

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this policy;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Lincoln.

Statements

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this policy will make it void unless the representation is contained in the signed Application; or
2. any Employee in enrolling for insurance under this policy will be used to reduce or deny a claim unless a copy of the Enrollment Form, signed by the Employee if required, is or has been given to the Employee.

Subrogation and Reimbursement

When a Covered Person's Injury [or Sickness] appears to be someone else's fault, benefits otherwise payable under this policy for loss of time as a result of that Injury [or Sickness] will not be paid unless the Covered Person or his legal representative agree(s):

1. to repay Lincoln for such benefits to the extent they are for losses for which compensation is paid to the Covered Person by or on behalf of the person at fault;
2. to allow Lincoln a lien on such compensation and to hold such compensation in trust for Lincoln; and
3. to execute and give to Lincoln any instruments needed to secure the rights under 1. and 2. above.

Further, when Lincoln has paid benefits to or on behalf of the injured Covered Person, Lincoln will be subrogated to all rights of recovery that the Covered Person has against the person at fault. These subrogation rights will extend only to recovery of the amount Lincoln has paid. The Covered Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Lincoln.

SECTION 7 - GENERAL PROVISIONS
(Continued)

Workers' Compensation

This policy and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

SAMPLE

SECTION 8 - PREMIUMS

Premium Rates

Lincoln has set the premiums that apply to the coverage(s) provided under this policy. Those premiums are shown in a notice given to the Sponsor with or prior to delivery of this policy.

A change in the initial premium rate(s) will not take effect within the first [24 months], except that Lincoln may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in the policy design;
2. a division, subsidiary or Associated Company is added to or deleted from this policy;
3. when the number of Covered Persons changes by [15%] or more from the number insured on this policy's effective date; or
4. a change in existing law which affects this policy.

No premium may be changed unless Lincoln notifies the Sponsor at least [31 days] in advance. Premium changes may take effect on an earlier date when both Lincoln and the Sponsor agree.

Payment of Premiums

1. All premiums due under this policy, including adjustments, if any, are payable by the Sponsor on or before their due dates at Lincoln's Administrative Office, or to Lincoln's agent. The due dates are specified on the first page of this policy.
2. All payments made to or by Lincoln shall be in United States dollars, [except with respect to Canadian residents covered under this policy. All payments made to or by Lincoln for such individuals must be in Canadian funds].
3. If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a policy month will be charged from the next premium due date.
4. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "Termination of a Covered Person's Insurance" provision of this policy.
5. If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a prorated adjustment on the next premium due date.
6. Except for fraud and premium adjustments, refunds of premiums or charges will be made only for:
 - a. the current policy year; and
 - b. the immediately preceding policy year.

SECTION 8 - PREMIUMS
(Continued)

Grace Period

This is the [31 days] following a premium due date, other than the first, during which premium payment may be made. During the grace period this policy shall continue in force, unless the Sponsor has given Lincoln written notice 31 days in advance of discontinuance of this policy.

Waiver of Premium

[With respect to Long Term Disability benefits,] premium payments for a Covered Person are waived during any period for which benefits are payable. If coverage is to be continued, premium payments must be resumed following a period during which they were waived.

SAMPLE

[AMENDMENT NO. 1]

It is agreed the following changes are hereby made to this policy:[xx-xxxxxx]

[ADDITIONS

Form ADOP-SCH-1

DELETIONS

Form ADOP-SCH-1]

The effective date of this change is[January 1, 2000.]

The changes will only apply to Disabilities [or Partial Disabilities]which start on or after the effective date of this change.

This policy's terms and provisions will apply other than as stated in this amendment.

Dated this [3rd day of January, 2000.]

Issued to and Accepted by:

[ABC Company]
Sponsor

By _____
Signature and Title of Officer

Lincoln Life Assurance Company of Boston





Applicant Name: LINCOLN NATIONAL LIFE INSURANCE COMPANY

NAIC No: 65676

FEIN No: 35-0472300

Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance

LINCOLN NATIONAL LIFE INSURANCE COMPANY

STATE OF FLORIDA
OFFICE OF INSURANCE REGULATION

I, KEVIN McCARTY, hereby certify that I am the INSURANCE COMMISSIONER* OF THE State of Florida
and have supervision of insurance business in said State and as such I hereby certify that

LINCOLN NATIONAL LIFE INSURANCE COMPANY

Is duly organized under the laws of said State and is authorized to transact the business of

- 400 LIFE
- 405 VARIABLE ANNUITIES
- 410 GROUP LIFE AND ANNUITIES
- 420 VARIABLE LIFE
- 440 CREDIT LIFE
- 441 CREDIT DISABILITY
- 450 ACCIDENT AND HEALTH

Insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at TALLAHASSEE, FLORIDA on this
7th day of June, 2010.

Kevin McCarty

Signature

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.

** Lines of Insurance as shown on Form 3 of UCAA



Supplier: Lincoln Financial Group

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of

a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal

in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a

submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. **Additional Information and Certifications**

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

1. **Vendor Questionnaire**

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. **Standard Certifications**

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. **Subcontractors/Subconsultants/Suppliers Requirement**

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:

- i. Rank shortlisted firms; or
- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a

final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.

9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Supplier: Lincoln Financial Group

STANDARD CERTIFICATIONS

Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement

required by subparagraph 1;

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME TITLE DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any

special instructions sheet(s).

Supplier: Lincoln Financial Group

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Audra Tyler Date: 11/04/2019

Title: AVP, Request for Proposal

Vendor Name: Lincoln Financial Group

Supplier: **Lincoln Financial Group**

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name

Title

Vendor Name

Date

Supplier: **Lincoln Financial Group**

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- Firm is a Broward County certified Small Business Enterprise (SBE)
- Firm is a Broward County certified County Business Enterprise (CBE)
- Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

Lincoln Financial Group

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Supplier: Lincoln Financial Group

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor:
	Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name:

Supplier: Lincoln Financial Group

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Audra Tyler**

Title: **AVP, Request for Proposal**

Vendor Name: **Lincoln Financial Group**

Date: **11/04/2019**

Supplier: Lincoln Financial Group

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
All Terms and Conditions	Not applicable.	We are agreeable to reviewing and redlining the Broward County Terms and Conditions as necessary if we are named as a finalist. We currently have several master service agreements in place with our customers.

Vendor Name: Lincoln Financial Group

Supplier: **Lincoln Financial Group**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

Supplier: Lincoln Financial Group

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: Lincoln Financial Group

Audra Tyler
Authorized Signature/Name

AVP, Request for Proposal
Title

11/04/2019
Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand
Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/Name

Title

Date

Supplier: Lincoln Financial Group

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" as indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved

interim contracts for the services provided under this contract; and

6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

- Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name: **Lincoln Financial Group**

Vendor's address listed in its submittal is:

**1300 South Clinton Street
Fort Wayne, IN 46802**

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Audra Tyler	AVP, Request for Proposal	Lincoln Financial Group	11/04/2019
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: **Lincoln Financial Group**

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
- a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
- a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

Audra Tyler	AVP, Request for Proposal	Lincoln Financial Group	11/04/2019
AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

Supplier: **Lincoln Financial Group**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address: