



AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

COMMISSIONERS COURT

Meeting Date: 9/25/2023

SEP 25 2023

Submitted By: _____

Department/Office: Personnel Department

Approved

Signature of Director/Official: _____

Agenda Title:

Approve and Ratify the Securian Life Insurance Company Group Policy
Information Access Agreement and the Group Term Life Policyholder
Application-Personnel Department

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

(May attach additional sheets if necessary)

Person to Present: Randy Gillespie

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: consent (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline
& List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Access Agreement Overview

In recent years, there has been a global increase in the importance and awareness of information security and privacy issues. Like many companies, Securian Financial (Minnesota Life Insurance Company and Securian Life Insurance Company) is firmly committed to protecting the privacy and security of individual insured/employee information.

LifeBenefitsExtra is a website available to you to help manage your group life insurance plan. Through this website, we are able to share information quickly and easily. Technology, however, presents unique risks to privacy (e.g., keeping passwords secure, canceling passwords for terminating employees, etc.). To help protect the privacy and security of individual insured/employee information, Securian Financial requires clients to execute an Access Agreement in order to access individual insured/employee information via our website, LifeBenefitsExtra.

This position is supported by legal requirements applicable to Securian Financial including the Gramm-Leach-Bliley Act and state insurance regulations which require Securian Financial to respect the privacy of its insureds and to protect the security and confidentiality of their non-public personal information. One of the many ways we meet our legal obligations is to establish written commitments for the protection and privacy of our insureds' nonpublic personal information.

Group Policy Information Access Agreement



Securian Life Insurance Company
Minnesota Life Insurance Company
400 Robert Street North, St. Paul, MN 55101-2098

This Group Policy Information Access Agreement (the "Agreement"), is effective (date) 10/01/2023, by and between Minnesota Life Insurance Company and/or Securian Life Insurance Company (individually or collectively referred to as "Securian Financial"), and Johnson County ("Client").

WHEREAS, Securian Financial has issued to Client one or more insurance policies (collectively the "Policy"), as specified on Exhibit A; and

WHEREAS, Client wishes to receive certain information related to the administration of the Policy for distribution to certain of its employees and other individuals (the "Authorized Persons," as further defined below); and

WHEREAS, Securian Financial has agreed to provide such information, subject to the provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

I. Definitions

- a. Client - Client shall include any and all parents, subsidiaries, affiliates, or subunits of Client.
- b. Authorized Persons - Collectively each director, officer, employee, agent, or third party that has a need to know the Confidential Information as defined herein. An Authorized Person shall cease being an Authorized Person if he or she leaves the employ of Client or otherwise severs his or her relationship with Client.
- c. Confidential Information – shall include all information described in Article II of this Agreement.
- d. Site - an internet site with access restricted to Authorized Persons through which the Confidential Information may be provided.

II. Confidentiality; Authorized Use of Confidential Information

- a. Securian Financial may from time to time disclose to Client information proprietary and secret to Securian Financial and information which is personal and confidential to persons insured under the Policy. Such information, collectively, is "Confidential Information."
- b. Client agrees to safeguard and hold confidential from disclosure to any person, other than an Authorized Person, any and all Confidential Information provided by Securian Financial.
- c. Client shall use the Confidential Information only for a legitimate business use in connection with the administration of the Policy.
- d. Client agrees to store the Confidential Information in a secure manner and to use the same degree of care that it uses to protect its own confidential and proprietary information in order to prevent unauthorized use, disclosure, or availability of Confidential Information.
- e. Securian Financial reserves the right to audit Client for compliance with the security and confidentiality provisions of this Agreement. Any such audit shall be at Securian Financial's expense, upon reasonable written notice and during normal business hours.
- f. Confidential Information subject to this section shall not include information which is or becomes (1) publicly known through no fault of Client; (2) known to Client through independent discovery or from third parties not under an obligation of confidence; (3) required to be disclosed by Client by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation; or (4) independently developed by Client without use of Confidential Information.

III. Client's Duties and Responsibilities Regarding Authorized Persons

- a. Prior to an Authorized Person gaining access to the Site, Client shall provide to Securian Financial, in a format and a manner mutually agreed upon, certain information by which Securian Financial may identify the Authorized Person.
- b. Client agrees to take all reasonable steps to ensure that Authorized Persons sign a "user agreement" electronically when such Authorized Person first accesses the Site.
- c. Client agrees to inform Securian Financial if an Authorized Person ceases to be an Authorized Person for any reason including, but not limited to, termination of or change in employment.

IV. Breach

The parties acknowledge that monetary damages may be inadequate for breach of this Agreement and agree that, in addition to other legal remedies, the parties may seek injunctive relief to enforce the terms of this Agreement.

V. No Warranties

All Confidential Information is provided "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, or accuracy.

VI. Copyright/Trademarks

The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of Securian Financial and other parties. The use of any Marks without the written permission of Securian Financial or such third party that may own the Marks is prohibited. The Site is protected by copyright as to content, presentation, and design. Authorized Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content, presentation, or design on the Site for commercial, for-profit, or public purposes.

VII. Governing Law

This Agreement shall be construed and the rights of the parties governed by the laws of the State of Minnesota.

VIII. Site Ownership

No title or rights to the computer code used to generate the Site, content of the Site, or domain name is transferred to Client by this or any other Agreement.

IX. Term

Either party may terminate this Agreement for any reason upon giving at least a 30-day notice to the other party. Articles II and III shall survive the termination of this Agreement.

X. Miscellaneous

This Agreement will be construed to constitute a separate and distinct Agreement between each Company and the Client. The duties and obligations of each Company under this Agreement are several and not joint and apply only to business issued under its insurance policies referenced in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Securian Financial

By: Susan Munson-Regala
Sign name
Susan Munson-Regala
Print name
Vice President and Actuary
Title
July 12, 2023
Date

Johnson County

By: Randy Gillespie
Sign name
Randy Gillespie
Print name
Personnel Director
Title
9/12/23
Date

Exhibit A

Insurance Policy(ies) Issued to Client

Policy Number

Description of Policy

70665

Group Term Life Insurance

Group Term Life Policyholder Application



Securian Life Insurance Company
400 Robert Street North, St. Paul, MN 55101-2098

Application is hereby made to Securian Life Insurance Company for a Group Term Life insurance plan providing life insurance and other supplemental benefits as indicated below.

Applicant (policyholder)
Johnson County

Address (street, city, state, zip)
2 N Main Stree, Cleburne, TX 76033

| | | |
|---------------------------------|-----------------------------|------------------------------|
| Contact name Randy Gillespie | Title Personnel Director | Phone number 817-556-6350 |
|---------------------------------|-----------------------------|------------------------------|

Email address
randyg@johnsoncountytexas.org

Plan Design: Please indicate the Group Term Life plan by checking the appropriate boxes below.

| Plan Design | Policyholder Paid (Basic) | | Employee Paid (Supplemental) | | | | |
|---|---------------------------|------------------------|-------------------------------------|-----------|-----------|-------------------------------------|----------------|
| | Non-Participating | Standard Participating | Participating with Retro Call | Low Remit | Cost Plus | Uni-Nico-tine Rates | Nicotine Rates |
| Group Employee Term Life | | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Employee Accidental Death and Dismemberment | | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Employee Waiver of Premium | | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Spouse Term Life | | | <input type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Child Term Life | | | <input type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Spouse Accidental Death and Dismemberment | | | <input type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Child Accidental Death and Dismemberment | | | <input type="checkbox"/> | | | <input type="checkbox"/> | |
| Portability | | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | |
| Other: | | | <input type="checkbox"/> | | | <input type="checkbox"/> | |

*Standard is Non-Participating

Will there be any organizations that participate under the group policy? Yes No
Who will administer this plan? Securian Life Policyholder

If the policyholder administers the plan, the policyholder will maintain records (including beneficiary designations, insurance amounts, and name and address changes) and provide Securian Life with monthly information (number of insureds, total amount of insurance, premium rate and total premium) and annual participant data.

Securian Life Agrees To Provide:

1. Life insurance to those who have satisfied the eligibility and any underwriting requirements.
2. Enrollment materials necessary to implement the plan of insurance.
3. All underwriting, claims and actuarial services as necessary.

The Policyholder Agrees To Provide:

1. Employee information to Securian Life to facilitate preparation of enrollment materials and plan set-up if required.
2. Payroll deduction facilities to collect premiums from insured employees, or certificate holders, or from any participating organizations as applicable, accounting for such premiums and remittance of such premiums to Securian Life.
3. Reasonable administrative assistance to Securian Life with regard to notification of insured terminations, changes in payroll deduction authorizations and the distribution of materials to employees.
4. If applicable, provide a completed Participating Organization Exhibit identifying all participating organizations which will participate under the group policy beginning on the effective date of the group policy. The policyholder also agrees to provide Securian Life with an amended Participating Organization Exhibit within 31 days of any change to the list of entities.

FOR THE POLICYHOLDER

| | |
|-------------------------------------|---|
| Policyholder Johnson County | Employer identification number 75 6001030 |
| Signature <i>Randy Gillespie</i> | Title Personnel Director |
| | Date 9/12/23 |

FOR SECURIAN LIFE

| | |
|---------------------------------|---|
| Agent, broker or representative | Agent, broker or representative license |
| Signature X | Date |

Securian Financial is the marketing name for Securian Life Insurance Company. Insurance products are issued by Securian Life Insurance Company, a New York authorized insurer.



RATE CONFIRMATION

1. Policyholder: Johnson County
2. Policy Number(s): 70665
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, Child Life, Dependent Term Life Package.
4. The insurance rates included in this rate confirmation are net of commissions.
5. Underwriting company: Securian Life Insurance Company
6. Rate Coverage Period: October 1, 2023 – September 30, 2027

Premium Rates:

Basic Life: \$0.030 / \$1,000 / month

Basic AD&D: \$0.010 / \$1,000 / month

Employee and Spouse Supplemental Term Life*:

| <u>Age</u> | <u>Rate / \$1,000 / Month</u> |
|------------|-------------------------------|
| Under 25 | \$ 0.071 |
| 25-29 | \$ 0.071 |
| 30-34 | \$ 0.081 |
| 35-39 | \$ 0.091 |
| 40-44 | \$ 0.134 |
| 45-49 | \$ 0.214 |
| 50-54 | \$ 0.375 |
| 55-59 | \$ 0.625 |
| 60-64 | \$ 0.831 |
| 65-69 | \$ 1.313 |
| 70+ | \$ 2.588 |

*Please note, supplemental life rates do not include AD&D

Employee and Spouse Supplemental AD&D: \$0.020 / \$1,000 / month

Child Life: \$0.116 / \$1,000 / month

Dependent Package: \$1.470 / unit / month

Securian Financial Group

By 
Kyle Strese

Date June 19, 2023

Title 2nd Vice President and Actuary

ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER

This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. Securian reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2023 RFP census.

By 

Date 9/12/23

Title Personal Director