

# **Agreement**

## **MetLife Consumer Services, Inc. and Tarrant County**

### **MetLife Identity and Fraud Protection powered by Aura**

This Agreement ("Agreement") is by and between MetLife Consumer Services, Inc., Delaware corporation and MetLife, Inc. subsidiary ("MCSI") and Tarrant County, a Texas governmental entity organized under the laws of the state of Texas, (the "Account") as of the 1<sup>st</sup> day of July, 2023

#### **INTRODUCTION**

MCSI offers an identity and fraud protection product (the "Program") from Aura Sub, LLC ("Aura");

Under the Program, identity and fraud protection services (the "Service" or "Services") are made available to the Account's employees 18 or older and retirees with a US residential address and a Social Security number (individually an "Employee" and together the "Employees") and their eligible members under the family plan;

The Program permits the Employees to make payments for the Program in a manner of their choice which may include, as permitted by applicable law, payroll deduction, automatic deduction from a bank account and credit card payment; and

Account desires to make the Program available to its Employees and MCSI desires to offer Account's Employees the opportunity to sign up and pay for the Program.

#### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations herein contained, the parties agree as follows:

Section 1. Participation in the Program. Account shall provide MCSI eligibility files for all Employees on the effective date of this Agreement and thereafter on an agreed upon basis.

Section 2. MCSI's Responsibilities and Marketing Materials.

Section 2.2. MCSI's Responsibilities. MCSI will make the Program available to eligible Employees pursuant to a communications plan agreed to by the parties. The Program is only available to Employees who have a Social Security Number, valid U.S. residential address and are at least 18 years of age. Family members who are under 18 years of age are eligible to enroll in the Services by being added to an applicable family plan account whose primary member is at least 18 years of age and by following the applicable enrollment instructions including (without limitation) providing Aura with a valid social security number and other information requested. All Programs are offered and accessible online and are only available once an Employee is Fully Enrolled. Fully Enrolled means that the Employee and any adult family member who wishes to enroll must also (a) accept Aura's terms of service (available at <https://www.aura.com/legal/service-terms>) as applicable (or any successor URLs) ("User Terms of Service") and (b) provide information suitable to meet the authentication requirements necessary to verify the identity of the Employee or family member (as applicable) and match the identity of the individual for which Aura retrieved Program information (the "Aura Requirements"). An Employee who enrolls and meets the Aura Requirements will be enrolled in the Service ("Enrolled Employee"). Each family member of the Enrolled Employee who enrolls and meets the Aura Requirements (each and collectively "Family Member User(s)") will be enrolled in the Program. Account shall direct all inquiries about the Program

from an Employee to Aura. Throughout the term of this Agreement, at its sole expense, MCSI will administratively service all payroll deduction for the Program.

Section 2.2 Marketing Materials. MCSI will provide approved marketing materials to Account for marketing the Program. Account may not create, display or distribute any materials regarding or referencing MCSI or the Program, without prior written or email approval from MCSI.

Section 3. Account's Responsibilities. Account agrees to:

- (a ) provide an eligibility file ("Eligibility File") in a format acceptable to MCSI, in accordance with the timing, method, and containing data that is mutually agreed upon by the parties. Data in the Eligibility File shall contain information about Employees who elected to enroll in the Program, including but not limited to the Employees' Social Security number which is necessary for Aura to initiate the services, confirmation that the Employee has reviewed and agreed to the required Fair Credit Reporting Act authorization as set forth in Section 6.
- (b) allow and/or facilitate ongoing communications and promotion of the Program by MCSI to all eligible Employees, including but not limited to mailing campaigns.
- (c) promptly report to MCSI changes in Employee status that would affect eligibility and/or payroll deduction.
- (d) If the parties agree that the Account will provide payroll deduction for the Program, deduct the applicable fee from the payroll of such Employee(s) and send the monies to MCSI pursuant to MCSI procedures, which procedures, as they may be modified and amended, will be provided to Account from time to time.
- (e) If Account uses a third party administrator or any other third party (the "Third-Party Administrator") in connection with any of its obligations set forth in this Agreement, including, without limitation, payroll deduction, Account shall remain liable to MCSI for the performance of the Third Party Administrator. The Third-Party Administrator shall work under the control and direction of Account. Account shall be solely responsible for the payment, acts and/or omissions of the Third-Party Administrator, and MCSI shall have no liability with respect thereto. Account's obligations under this subsection shall apply, without limitation, if MCSI provides personal information of the Employees directly to the Third-Party Administrator at the direction of the Account. Account also authorizes Aura to provide and receive data related to providing Services under this Agreement to and from the Third-Party Administrator, including but not limited to personal data. Account and Third-Party Administrator shall ensure that such information is transmitted securely to Aura. Account shall be liable for any acts or omissions of the third-administrator entity who acts on behalf of the Account under this Agreement

Section 4. Term/Termination. The term of the Agreement shall begin on July 1, 2023 and end on December 31, 2025 ("Initial Term"). Upon the completion of the Initial Term, this Agreement may be renewed for two (2) successive annual terms upon mutual agreement no less than ninety (90) days prior to the expiration of the Initial Term (each, a "Renewal Term"). At any time after the Initial Term, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other. At any time, during or after the Initial Term, the parties may mutually agree to terminate this Agreement. In addition, either party may terminate this Agreement, upon ninety (90) days' prior written notice if the other party breaches its agreements hereunder and fails to cure its breach within sixty (60) days of being given notice of such breach.

Section 5. Responsibilities upon Termination of Agreement. If the Agreement is terminated for any

reason, each party shall, upon the request of the other, promptly return or destroy any confidential information it received from the other under the Agreement. The parties' respective rights and obligations under this Section shall be subject to applicable law and the recipient party's internal record retention requirements. A recipient party's obligations of confidentiality under this Agreement shall survive the Agreement's termination for so long as such party holds any of the other party's confidential information.

Section 6. Federal Credit Reporting Act (FCRA) Requirements: FCRA regulations require that an Employee provide authorization to Aura to access and monitor Employee's credit file. In scenarios where the point of enrollment is controlled by Account, Account must obtain the authorization from the Employee and is required to retain the record of authorization for as long as the Employee is enrolled in the Program. Should an audit of the Program by a third party require Aura to provide proof of authorization, Employee agrees to cooperate with Aura to provide records of such authorization.

Section 7. Competing Programs. Intentionally Omitted.

Section 8. Termination of Payroll Deduction. Notwithstanding anything to the contrary set forth herein, either party may terminate the payroll deduction option at its discretion for any reason including, without limitation, if the administration thereof becomes unduly burdensome.

Section 9. Trade Sanctions and Export Control

Section 9.1 Trade Sanctions. Account or Employee may not use the Program (and therefore coverage and any other benefits under the Program for the Account or the Employee are excluded) to the extent that Account, or any party that owns or controls or is owned or controlled by Account, is: (a) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine); or (b) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States.

Section 9.2 Export Control. Account agrees not to directly or indirectly export, re-export or import all or any portion of the Services without first obtaining all required licenses, permits and permissions. MCSI makes no representation or warranty that the Program may be exported without Account first obtaining appropriate licenses or permits under applicable laws, or that any such license or permit has been, will be, or can be obtained.

Section 10. Indemnification.

(a) If unauthorized disclosure of or access to personal data is caused by MCSI's breach of its security or privacy obligations under this Agreement, MCSI shall pay the documented costs incurred by Customer in connection with the following items: (1) reasonable costs of any required forensic investigation to determine the cause of the breach, (2) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law), and to individuals whose personal data have been disclosed or accessed ("Affected Individuals"), and (3) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of at least one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in this agreement to the contrary, MCSI will have no responsibility to pay costs of

remediation to the extent that they are due to gross negligence, willful misconduct or fraud by Account or its employees, agents or contractors.

## Section 11. Limitations of Liability

Section 11.1 Liability Exclusions. To the maximum extent permitted by applicable law, in no event will MCSI, Aura or Account or their respective Affiliates be liable to the other party under or in connection with this Agreement for: (a) any indirect, consequential, special, incidental, punitive or exemplary damages, under any theory of law, including tort; or (b) loss of or damage to: (i) business, (ii) savings, (iii) revenues, or (iv) profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible, and even if a remedy fails of its essential purpose.

Section 11.2 Liability Limitations. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of MCSI, its affiliates and licensors to Account for all claims arising out of or related to this Agreement exceed the greater of (1) the total amount paid to MCSI under the applicable group application to which such liability relates or (2) \$100,000 per occurrence and \$300,000 in the aggregate, except for claims related to breach of confidentiality or claims arising out of MCSI's gross negligence, fraud, or willful misconduct in connection with its performance of this Agreement. This limitation of liability shall not apply to any indemnification obligation of MCSI.

Section 12. Rates. Rates for the Program are set forth in **Exhibit B**. MCSI may change the rates that MCSI charges for the Program by giving Account at least 30 days' prior written notice of such changes, provided that any such changes will not take effect earlier than the next renewal date for the applicable Program.

## Section 13. General Provisions

Section 13.1. Amendment. This Agreement may only be amended by mutual agreement of the parties, except that the following changes to this Agreement may be made without the formality of an Amendment:

- (a) A change of name by either party may be effective on written notice from one party to the other.
- (b) A change of address by either party may be effective on written notice from one party to the other.

Section 13.2. Brokers. If Account is represented by an agent or broker for purposes of its Program, MCSI may enter into a separate agreement with such agent or broker pursuant to which MCSI may pay such agent or broker a commission on the Program sold to Employees. Account agrees to inform MCSI within thirty (30) calendar days of the termination of its relationship with such agent or broker. If Account terminates the broker of record status with an existing broker or agent, Account agrees to give MCSI at least 60 days' advance written notice prior to giving a new broker or agent the broker of record status.

## Section 13.3. Confidentiality/Privacy and Security

- (a) MCSI agrees to treat non-public personal information about any of Account's Employees, including, but not limited to, the name, address, telephone number, e-mail address, social security number, policy numbers and financial information, as well as any Employee list or similar compilation of Employee information, as confidential information in accordance with applicable laws. Although certain non-public personal and other information may be viewed, accessed and/or used by third parties who are performing services for or on behalf of MCSI, MCSI specifically agrees that it will not sell, lease or rent any Employee lists provided by Account to third parties.

(b) In the event that Account obtains access to any of its Employees' non-public personal information from MCSI, including, but not limited to, the amount of any Employee's pricing for payroll deduction purposes, Account may use such Employee information only for: (i) the purpose of performing services under this Agreement; (ii) to provide information to the Employee who is the subject of the non-public personal information; and (iii) as authorized by the Employee who is the subject of the non-public personal information, all in accordance with applicable laws. Account may not disclose such non-public personal information to any third party except as required or otherwise permitted by applicable laws. Account is required to take steps to ensure the security and integrity of non-public personal information of its Employees in its possession as required by applicable laws.

(c) MCSI will not receive Employee information other than information that is provided by Account for enrollment and billing purposes. Aura will receive information from Employees as necessary to provide covered services. The confidentiality of such information will be governed by an agreement between the Employee and Aura specified in the User Terms of Service.

(d) Account represents and warrants that it is entitled to transfer personal data (as that term is defined by data protection and privacy laws and regulations applicable to the processing of any personal information or data) to MetLife and Aura for the purpose of Aura processing any personal data in accordance with this Agreement and that such transfer will not violate the rights of any third party or any applicable laws. Account will ensure that any relevant data subjects have been informed of such processing to the extent required by applicable data protection laws. Account acknowledges that Account is solely responsible for the quality, completeness and accuracy of such data provided by or on behalf of the Account. Account shall not be responsible for the accuracy of any data provided by Employee to Aura or MetLife. Account will notify MCSI in advance of any and all changes or modifications in format or type regarding Account's data. By providing Account data to Aura, Account confirms that it permits Aura to communicate with Employee through use of the Account data, but solely for the purpose of providing the Program.

Section 13.4. Counterparts/Facsimile Signature Pages. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 13.5. Dispute Resolution. Intentionally Omitted.

Section 13.6. Expenses. Unless otherwise agreed upon in writing by the parties hereto, each party will be responsible for any and all expenses it incurs in connection with this Agreement.

Section 13.7. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted and construed in accordance with and governed by the laws of the State of Texas excluding its conflict of laws rules. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN TARRANT COUNTY, TEXAS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN TARRANT COUNTY, TEXAS FOR ANY ACTION OR PROCEEDING.

Section 13.8. Integration, Modification. This Agreement, its exhibits, and the communications procedure described in Section 4 constitute the entire, full and complete agreement between the parties and supersede all prior agreements, written or oral, relating to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, not contained herein shall be of any effect.

Section 13.9. No Partnership or Agency. Nothing herein shall create, nor be deemed to create, a partnership or an agency relationship between the parties hereto and neither party is authorized to act on behalf of the other unless the other has agreed in advance.

Section 13.10. Notices. Any notice required under this Agreement shall be in writing and will be deemed given on (a) the third business day after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (b) the first business day after being sent by a recognized national overnight courier service; or (c) on the date personally delivered, with signed acceptance thereof by the person designated below in either case properly addressed to the other party at the address set forth in **Exhibit A** attached hereto. If notice is mailed postage prepaid it shall be considered given on the day three (3) days after mailing.

Section 13.11. Portability. In the event an Employee leaves the employ of Account, any services purchased hereunder will be continued and renewed in accordance with the Program guidelines and subject to the Employee's continued payment directly to Aura and the Employee may elect to continue being a User of the Services which shall be governed by the Aura TOS. Payments due may change, however, as any discounts arising from the Program may no longer be available.

Section 13.12. Limited License. Subject to the terms of this Agreement, MCSI hereby grants Account a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license during the term of this Agreement, to use the MCSI mark to facilitate promotion of the Program and for no other purpose. This Agreement does not convey to Account any ownership or other rights in MCSI marks (including use or registration of domain names, social media handles or otherwise) by implication, estoppel or otherwise except for the limited rights expressly granted hereunder, and title to the marks shall at all times remain vested with MCSI. MCSI will provide Account with advertising and enrollment materials for distribution to its Employees. Customized materials must be pre-approved by MCSI prior to use.

Section 13.13. Survivability. The following Sections will survive termination of this Agreement: 5 (Termination Responsibilities), 6 (FCRA Authorization), 11 (Limitations of Liability), and 13 (General Provisions).

Section 13.14. Sovereign Immunity. This Agreement is expressly made subject to Account's sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the client has by operation of law. Nothing in this agreement is intended to benefit any third-party beneficiary.

Section 13.14. Public Information Act. The Parties acknowledge and agree that Account is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the Parties agree that in the event that any provision of this Agreement or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that Account, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requesters") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requesters have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General or court orders. MCSI hereby releases the County Requesters from any and all liability or obligation of any type, kind or nature regarding any disclosure of any information furnished by MCSI or in the possession or knowledge of the Account that is determined by Account or in reliance on any advice, decision or opinion of the Texas Attorney General or court order to be available to the public or any persons. Account agrees to give MCSI notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations

on any disclosures under a third party open records request pertaining to this Agreement or any proposal related hereto, including, if necessary, sufficient time to file a declaratory judgment action or other action in connection with any adverse ruling issued by the Texas Attorney General with respect to any information MCSI has claimed is exempt from disclosure under the Public Information Act.

Section 13.15. Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"). Account is also subject to Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require Account to violate any law or to preclude Account from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered, including the provision of an explanation of the purpose of the agreement in the publicly posted Commissioners Court communication and a full copy of the Agreement may be posted online and is public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

Section 13.17. Waiver/Estoppel. It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by applicable law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by applicable law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. MCSI has a duty to mitigate damages.

Section 13.18. Title VI Assurances and Compliance. This Agreement is subject to applicable federal and State laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither MCSI nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition, MCSI assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. MCSI agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement. MCSI agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders, and the Title VI assurances contained in **Exhibit C** which is attached to this Agreement, to the extent any such laws, orders and assurances are applicable in the performance of this Agreement.

Section 13.19. Compliance with Laws and Regulations. In providing the services listed in this Service Agreement, required by this Agreement, MCSI shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its services under this Agreement and shall observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

Section 13.20. Chapters 2271, 2252, and 2274 Texas Government Code Verification.

- (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, MCSI verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
- (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, MCSI warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
- (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), MCSI verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
- (d) Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), MCSI verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.



Section 13.21. No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

Section 13.22. Certificate of Interested Parties (Form 1295). MCSI states that it is a wholly owned subsidiary of a publicly traded business entity and that it therefore is not required to file a Form 1295.

SIGNATURES FOLLOW ON NEXT PAGE

**IN WITNESS WHEREOF**, the authorized representatives of the parties, having full authority to do so, agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby effective as of the date first set forth above.

MetLife Consumer Services, Inc.

By: Tatum D. Sullivan

Name: Tatum D. Sullivan

Title: Vice President, National Accounts Service & Operations

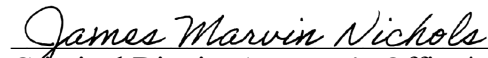
Tarrant County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**EXHIBIT A**  
**MAILING ADDRESSES**

**MCSI:**

MetLife Consumer Services, Inc.  
200 Park Avenue  
New York, New York 10166  
Attention: Pedja Arandjelovic, Vice President

**EMPLOYER:**

County Judge Tarrant County  
100 East Weatherford Street, Suite 302  
Fort Worth, TX 76196-0105  
Phone: (817) 884-1500

And

Tina Glenn  
Director, Tarrant County Human Resources  
100 East Weatherford Street, Suite 301  
Fort Worth, TX 76196

## EXHIBIT B

### RATES

Voluntary/ Employee Paid		
Plan tier	Coverage Type	Rate, PEPM
Protection Plan	Individual	\$6.95
	Family	\$12.45
Protection Plus Plan	Individual	\$9.95
	Family	\$16.55

Rate Guarantee    Thirty-six (36) months with two (2) additional one (1) year renewal options

**EXHIBIT C**  
**TITLE VI ASSURANCES AND COMPLIANCE**

**A. ASSURANCES**

Subject to the terms and limitations set forth in Paragraph 13.18 of the Agreement, MCSI, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows during the performance of this Agreement:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) to the extent applicable to Contractor or the services provided under the Agreement will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Term of the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports to the extent required by applicable law or regulations and will permit access to its books, records, accounts, other sources of information, and its facilities as may be to the extent required by the Federal Highway Administration to be pertinent to ascertain Contractor's compliance with such Acts, Regulations, and instructions in the performance of services under this Agreement. Where any information required of a Contractor to be disclosed in connection with this Paragraph is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, to the extent applicable to Contractor, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. canceling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include provisions sufficient to meet the obligations to paragraphs one through six in every subcontract.

B. NONDISCRIMINATION AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees, to the extent applicable to Contractor or the services provided under the Agreement to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. To ensure compliance with Title VI, governmental entities shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or

environmental effects of its programs, policies, and activities on minority populations and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. REPRESENTATIONS/WARRANTIES

The Contractor also makes the following representations and warranties to Tarrant County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither Contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed Parties to this Addendum and Employer Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

Contractor shall cooperate with all reasonable requests made in the course of an investigation of Title VI and these assurances by Tarrant County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to cooperate with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### D. ENFORCEMENT

The Contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein to the extent applicable to Contractor and its performance of this Agreement. In addition to any enforcement action by Tarrant County, the Contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

#### Contractor's Full Name:

**METLIFE CONSUMER SERVICES, INC., Delaware corporation**

**Signature, Authorized Representative of Contractor**

**Date**

*Tatum D. Sullivan*

Thursday, March 30, 2023

Tatum D. Sullivan, Vice President, National Accounts Service & Operations

**Name and Title**