Group Insurance Program Agreement

This Group Insurance Program Agreement ("Agreement") is by and between MetLife Pet Insurance Solutions LLC, a Kentucky limited liability company ("MetLife Pet") and Tarrant County, a Texas governmental entity organized under the laws of the state of Texas ("Account"), as of the First day of July, 2023.

For good and valuable consideration, the parties agree as follows:

Section 1. <u>Participation in the Group Insurance Program ("Program")</u>. Under the Program, Account's eligible employees and retirees (together referred to as "Employees") will be able to apply for individual policies of pet insurance at discounted rates through MetLife Pet. If agreed upon by Account and MetLife Pet, Account shall provide MetLife Pet eligibility files, as described in Section 4, for Employees on the Effective Date and thereafter as agreed. MetLife Pet will be solely responsible for deciding whether to issue or renew a policy under the relevant insurer's underwriting guidelines and applicable law.

Section 2. <u>Identity of Insurers</u>. MetLife Pet reserves the right to offer pet insurance policies underwritten by insurance carriers outside of the MetLife family.

Section 3. MetLife Pet's Responsibilities.

(a) MetLife Pet will make the Program available to Employees pursuant to a communications plan agreed to by the parties. MetLife Pet will service all insurance issued through the Program including confirmation of premium billing method, policy changes, renewal processing, claims administration, and customer service.

(b) MetLife Pet will indemnify and defend Account against third party claims of MetLife Pet's gross negligence, willful misconduct, fraud, or breach of confidentiality obligations. MetLife Pet will indemnify and defend Account against third-party claims for (a) MetLife Pet's conduct in connection with its offer, provision and/or cancellation of insurance, or (b) an error in the payroll deduction notice provided by MetLife Pet to Account. Upon notice of a claim, the Account agrees to promptly notify MetLife Pet and to cooperate with MetLife Pet in the resolution and/or defense of such claim. This indemnity includes: defense, indemnification, and holding harmless the indemnified party and its officers, directors and employees from and against all losses, costs, fines, penalties, expenses and outside counsel legal fees which are actually and reasonably sustained and which are directly the result of the actions of the indemnifying party. MetLife pet shall not indemnify Account for actions or inactions taken at the direction or request of Account. Account reserves the right to participate in its own defense.

Section 4. Account's Responsibilities. Account agrees to:

(a) allow and facilitate ongoing communications promoting the Program by MetLife Pet to all Employees;

(b) promptly report to MetLife Pet changes in Employee status affecting eligibility or payroll deduction;

(c) if Account will provide payroll deduction for the Program, deduct the applicable premium from the payroll of Employee(s) and send the monies to MetLife Pet pursuant to MetLife Pet procedures, as they may be modified and amended from time to time;

(d) If Account uses a third party administrator or any other third party ("TPA") in connection with its obligations, Account shall remain liable to MetLife Pet for the performance of the TPA. The TPA shall work under the control and direction of Account. Account shall be solely responsible for the payment, acts and/or omissions of the TPA. MetLife Pet shall have no liability with respect thereto. Account's obligations under this subsection shall apply, without limitation, if MetLife Pet provides personal information of Employees directly to the TPA at the direction of Account.

Section 5. <u>Term/Termination</u>. 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 6. <u>Responsibilities upon Termination</u>. If the Agreement is terminated for any reason, each party shall, upon the

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

Section 7. <u>Competing Programs</u>. Account agrees that during the term of this Agreement, it will not offer or promote to its Employees pet health insurance products that compete with those offered through the Program. Account agrees that this is a material term of this Agreement. Notwithstanding the foregoing, Account shall be permitted to publish a Request for Proposals for this or similar products in the final year of the Term.

Section 8. <u>Termination of Payroll Deduction</u>. If the parties agree that the Account will not provide payroll deduction for the Program, either party may terminate the payroll deduction option for any reason.

Section 9. General Provisions.

Section 9.1. <u>Amendment</u>. This Agreement may only be amended by mutual agreement.

Section 9.2. <u>Brokers</u>. Account agrees to give MetLife Pet at least 60 days' advance written notice prior to giving a broker or agent broker of record status.

Section 9.3. <u>Confidentiality</u>. MetLife Pet agrees to treat non-public personal Employee information received from Account ("Account NPI") as confidential in accordance with applicable law. MetLife Pet specifically agrees that it will not sell, lease, or rent any Employee lists provided by Account.

Section 9.4. Dispute Resolution. Intentionally Omitted.

Section 9.5. <u>Expenses</u>. Unless otherwise agreed upon in writing by the parties, each party will be responsible for any and all expenses it incurs in connection with this Agreement.

Section 9.6. <u>Governing Law</u>. 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 9.7. <u>Integration, Modification</u>. This Agreement and the communications plan described in Section 4 constitute the entire 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 9.8. <u>No Partnership or Agency</u>. 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 9.9. <u>Notices</u>. 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 below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

If to Account: 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

If to MetLife Pet: ATTN: Group Distribution MetLife Pet Insurance Solutions LLC 400 Missouri Avenue Jeffersonville, IN 47130

Section 9.10. <u>Portability</u>. In the event an Employee leaves the employ of Account, any insurance policies they have purchased hereunder will be continued and renewed in accordance with the insurer's underwriting and administrative guidelines and subject to continued premium payment. Premium may change, however, as any discounts arising from the Program may no longer be available.

Section 9.11. Limited License. Subject to the terms of this Agreement, MetLife Pet 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 MetLife Pet mark to facilitate promotion of the MetLife Pet services and for no other purpose. This Agreement does not convey to Account any ownership or other rights in MetLife 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 MetLife. MetLife Pet will provide Account with advertising and enrollment materials for distribution to its Employees. Customized materials must be pre-approved by MetLife Pet prior to use.

Section 9.12. <u>Assignment</u>. Neither party may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and deemed a material breach of this Agreement.

Section 9.13. <u>Sovereign Immunity</u>. 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.

Public Information Act. The Parties acknowledge and agree that Account is subject, as a matter of law, to Section 9.14. 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. MetLife Pet 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 MetLife Pet 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 MetLife Pet 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 MetLife Pet has claimed is exempt from disclosure under the Public Information Act.

Section 9.15. <u>Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"</u>). 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 9.16. <u>Waiver/Estoppel</u>. 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. MetLife Pet has a duty to mitigate damages.

Section 9.17. <u>Title VI Assurances and Compliance</u>. 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 MetLife Pet 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, MetLife Pet 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. MetLife Pet 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 A** which is attached to this Agreement, to the extent any such laws, orders and assurances are applicable in the performance of this Agreement.

Section 9.18. <u>Compliance with Laws and Regulations</u>. In providing the services listed in this Service Agreement, required by this Agreement, MetLife Pet 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 9.19. Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) <u>Boycott of Israel Prohibited</u>. In compliance with Section 2271.001 et seq. of the Texas Government Code, MetLife Pet 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) <u>Scrutinized Business Operations Prohibited</u>. In compliance with Section 2252.151 et seq. of the Texas Government Code, MetLife Pet 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. "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. "Scrutinized business operations with designated foreign terrorist organizations." 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. "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) <u>Boycott of Certain Energy Companies Prohibited</u>. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), MetLife Pet 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), MetLife Pet 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 9.20. <u>No Third Party Beneficiaries</u>. 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 9.22. <u>Certificate of Interested Parties (Form 1295)</u>. MetLife Pet 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 the 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 Pet Insurance Solutions LLC	Tarrant County
By: "	By:
Name: Brian Jorgensen	Name:
Title: VP, Pet Insurance	Title:
Mailing Address:	Customer Mailing Address:
MetLife Pet Insurance Solutions LLC	100 East Weatherford St
400 Missouri Avenue	Fort Worth, TX 76196
Jeffersonville, IN 47130	

APPROVED AS TO FORM:

<u>James Marvin Nichols</u> 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 TITLE VI ASSURANCES AND COMPLIANCE

A. ASSURANCES

Subject to the terms and limitations set forth in Paragraph 9.17 of the Agreement, MetLife Pet, 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 regulation 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 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 of 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. § 4 71, 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 lowincome 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.
- 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 nor 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 Pet Insurance Solutions LLC

Signature, Authorized Representative of Contractor

Brigger

Date

<u>03/31/20</u>23___

Brian Jorgensen, Vice President Name and Title