



Where Georgia comes together.

www.perry-ga.gov

April 18, 2022

WORK SESSION AGENDA
PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

5:00 PM

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Items of Review/Discussion: Mayor Randall Walker
 - 3a. Office of the City Manager
 1. Department impact when 24% of the local workforce work from home.
 - a. Department of Administration – Ms. B. King.
 - b. Finance Department – Mr. M. Worthington.
 - c. Economic Development – Ms. A. Hardin.
 - d. Special Events – Ms. A. Turpin.
 - e. Downtown – Ms. Alicia Hartley.
 - f. Office of the City Clerk – Ms. A. Warren.
 2. Consider appointees to the East Perry destination park advisory committee – Mr. L. Gilmour.
 3. New City Hall expenditures – Mr. R. Smith.
 - 3b. Department of Community Development
 1. Stonebridge sign request – Mr. B. Wood.
 2. Perry Trash Dash update – Ms. H. Wharton.

3c. Office of the City Attorney

1. Discussion to amend the Expense Reimbursement Guidelines – Ms. B. Newby.
2. Discussion of an ordinance to amend the City Code, Section 1-10, General penalty; continuing violations – Ms. B. Newby.
3. Approval of Request for Group Insurance Amendment with the Standard Insurance Company to amend our Short-Term Disability Policy – Ms. B. Newby.

4. Council Member Items.

5. Department Head/Staff Items:

6. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.

City of Perry Work Session
April 18, 2022

**Impact to Department of Administration
if 24% of Workforce Operates from home.**

Presenter
Brenda King
Director of Administration

Research

- The virus has broken through cultural and technological barriers that prevented remote work
- More than 20% of workforce could work from home
- The potential for remote work is determined by tasks and activities, not occupations.

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Vehicle Maintenance

- Activities with low potential for remote work

Impact

- Increase maintenance calls and cost

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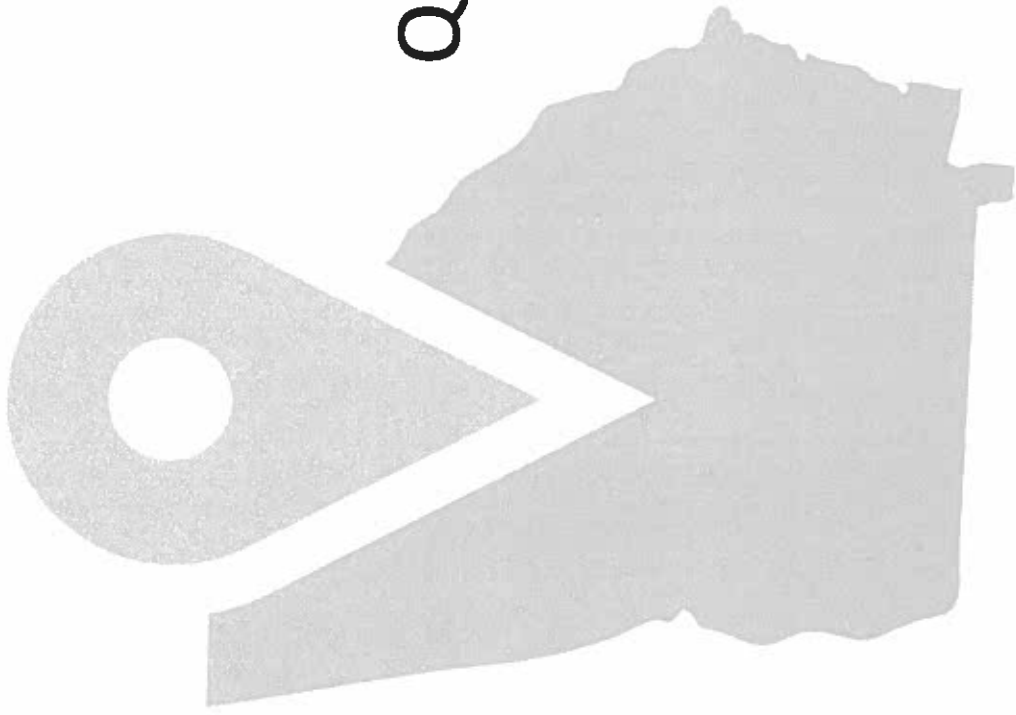
Administration

- Activities with high potential for remote work

Impact

- Increase wear/tear of city facilities
- Increase in insurance claims
- Increase in calls for service and/or assistance
 - Adequate phone system to support volume calls
 - Your Perry and TEXT Perry Apps

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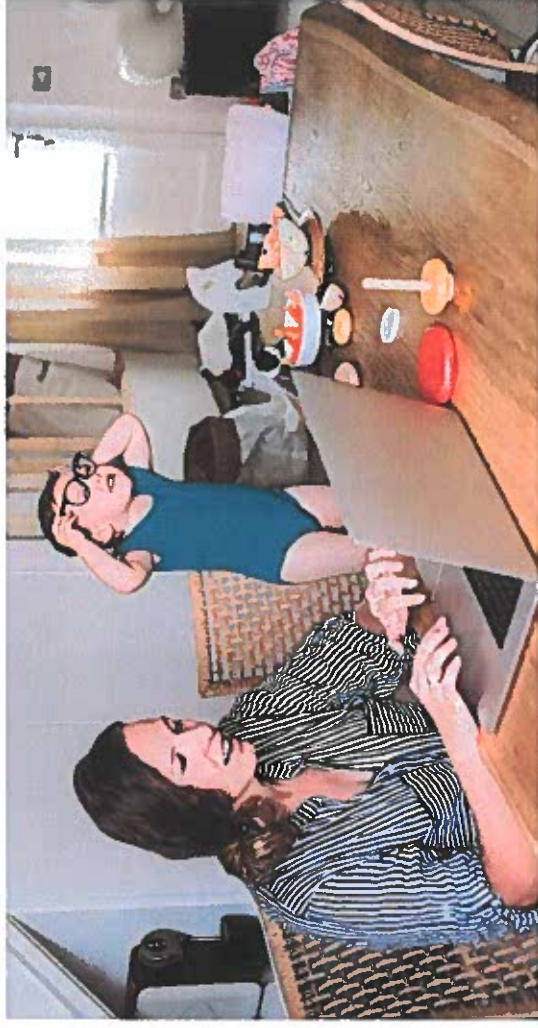


Questions

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Assessment of Remote Workforce – Impact on Financial Operations

- Finance Department overwhelmingly deals with other professionals
 - Obtain/provide required documents mainly through email
 - Tax forms, Insurance forms, Invoices
 - No material change in service



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Assessment of Remote Workforce – Impact on Financial Operations



- Experienced an increase in requests for electronic payments/remittance
 - Remote workers can't easily deposit checks
 - A/P Clerk can initiate ACH Payment from anywhere with internet access
 - We currently have these capabilities, but improvements could be made



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Operational Considerations

- **Revised Policies & Procedures Regarding Electronic Payments:**
 - Internal Controls – who has access to & authority over payments?
 - Accounting System – can it produce the appropriate ACH/Remittance files?
- **What types of payments do we accept?**
 - CC Payments easiest, but most expensive to accept
 - Plethora of companies facilitate ACH Payments
 - Accept them all, or limit to a few?
 - Each comes with new credentials/formatting to learn
- **Accepting online CC payments for all invoices**
 - Currently limited to Utility, Tax, Court, and Building Permit

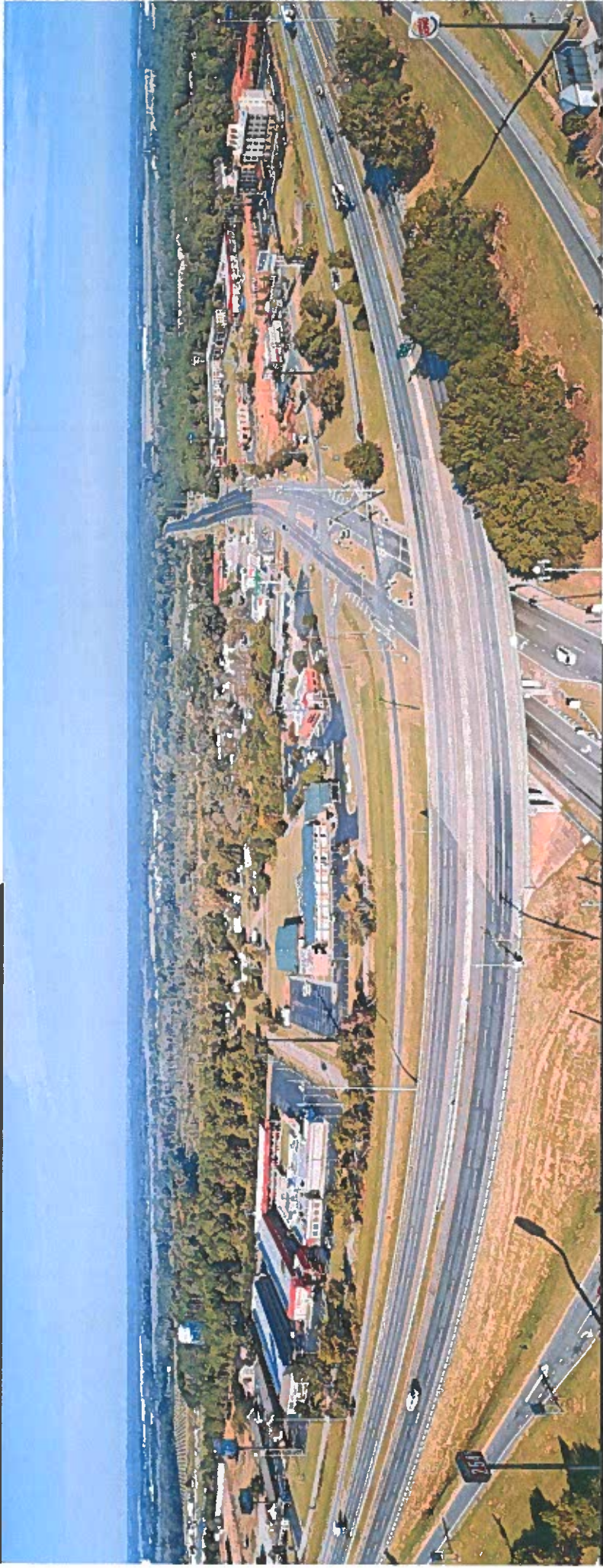


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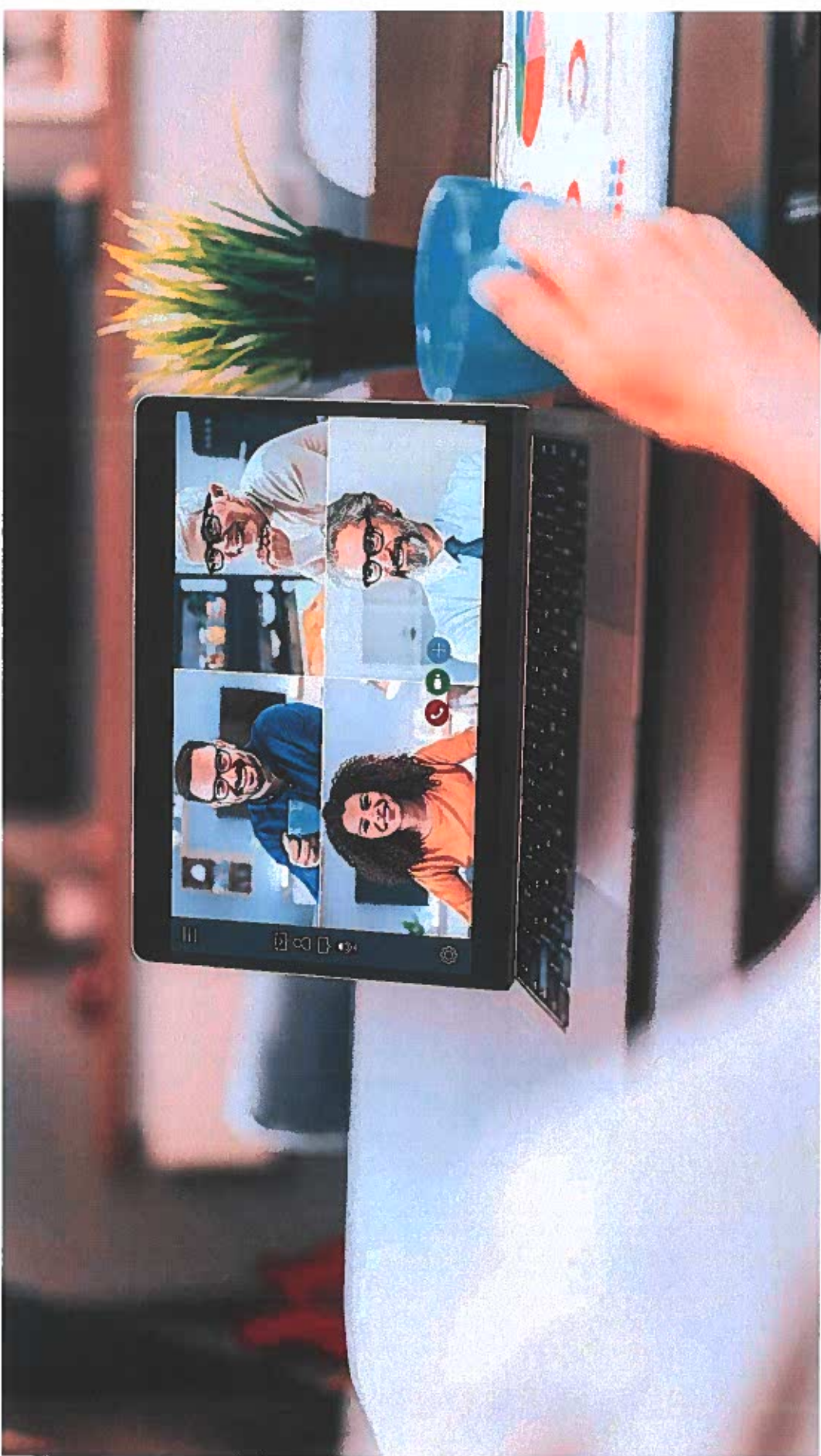
**Economic
Development**



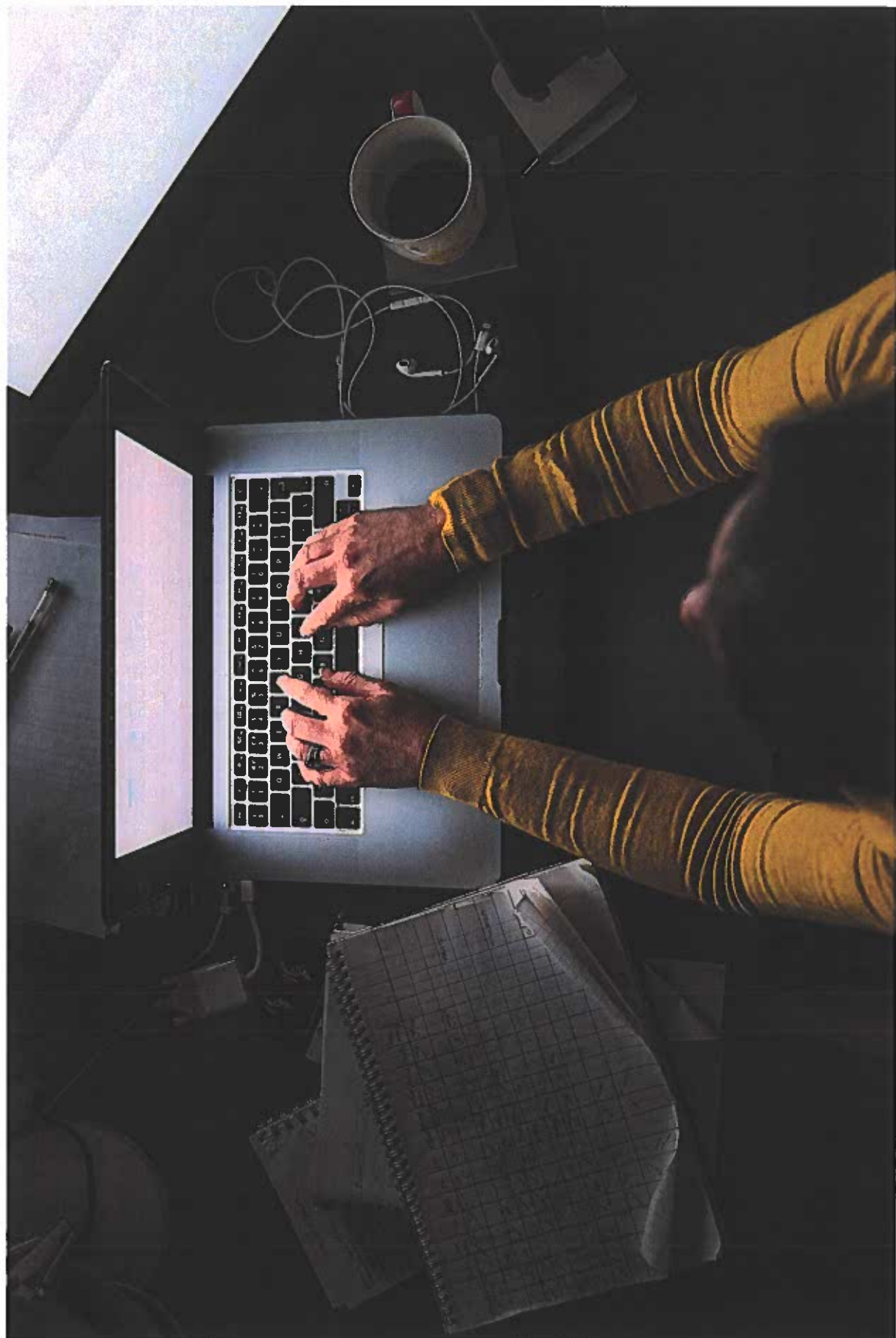
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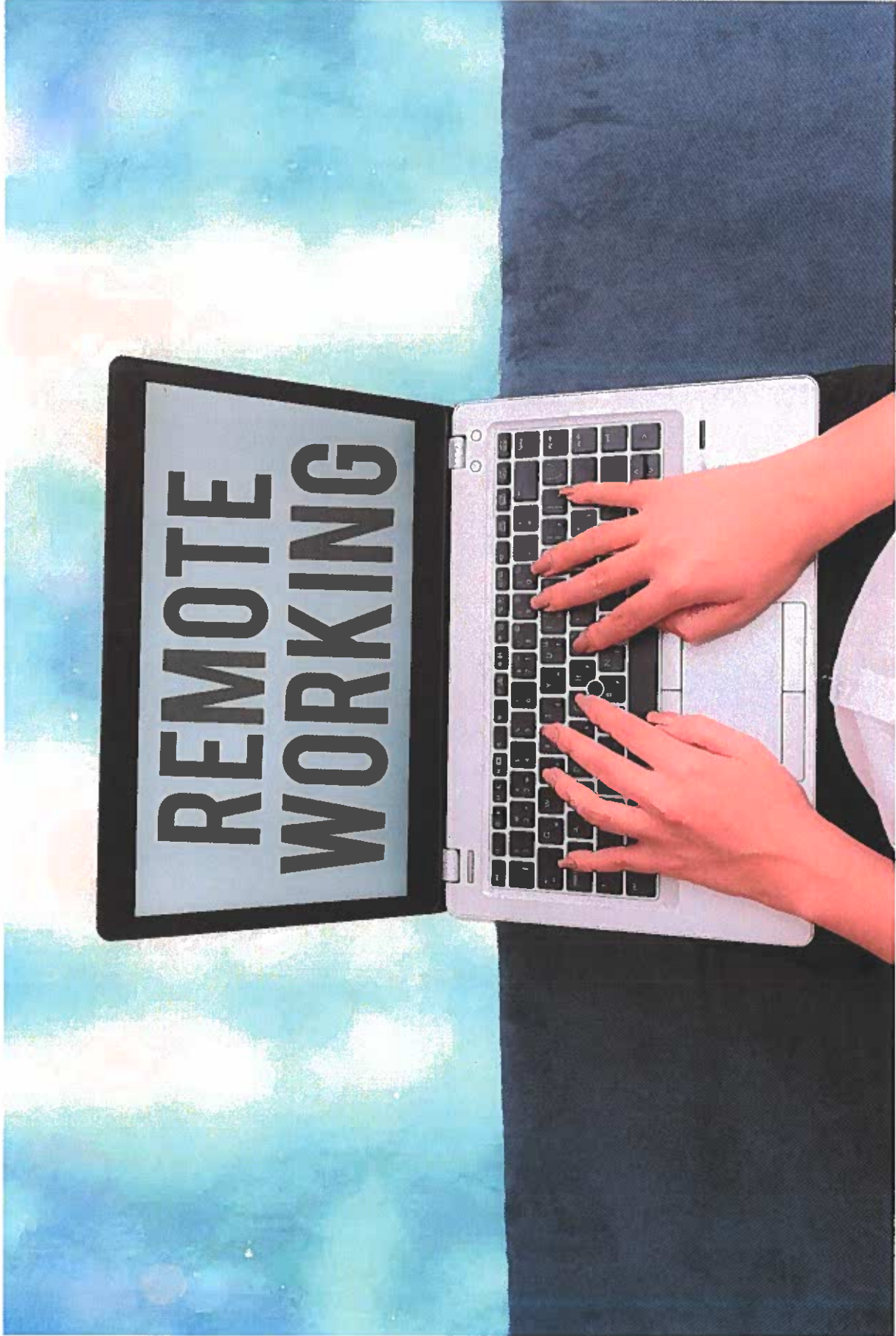
Remote Workers



Remote Workers



Challenges



Advantages



Questions?



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A Perry Pop-Up Project

**BRINGING CITY HALL TO A
NEIGHBORHOOD NEAR YOU!**

The average working shift is 9 AM to 5 PM - which closely mirrors our City Hall hours, meaning that for many, making face to face contact with City Employees may be a challenge. By launching the Go, Go, Gov pop-up project, we could take important information about our city programs, events, new communication efforts, and more directly to our residents!

TAKING LOCAL
GOVERNMENT
**TO THE
PEOPLE!**

GO, GO!
GO, GOV!

A Perry Pop-Up Project

WHAT TO EXPECT FROM A POP-UP:

Relevant Resident Resources

- Offers an opportunity to collaborate with other departments and determine what information is most imperative to be shared face-to-face with residents in their specific communities or based upon the season

Upcoming Special Event Information

- Offers an opportunity to connect directly with residents and promote upcoming events, as well relationship building opportunities to recruit volunteers, vendors, and partners

Games & Activities

- Offers an opportunity to repurpose investments purchased for other events that currently only get used a limited number of times a year

Community Engagement

- Offers an opportunity to connect neighbors with neighbors and for staff to make meaningful connections with residents



A Perry Pop-Up Project

POTENTIAL PARK POP-UP LOCATIONS:

- Johnny Noble Dixon Park
- Oldfield Park
- Willie Teonate Williams Park
- Hugh Lawson Sr. Park
- Wooden Eagle Park 1
- The Woodlands WHOA Park
- Barbara Calhoun Park
- Wooden Eagle Park 2
- Blackhawk Grand Reserve Park

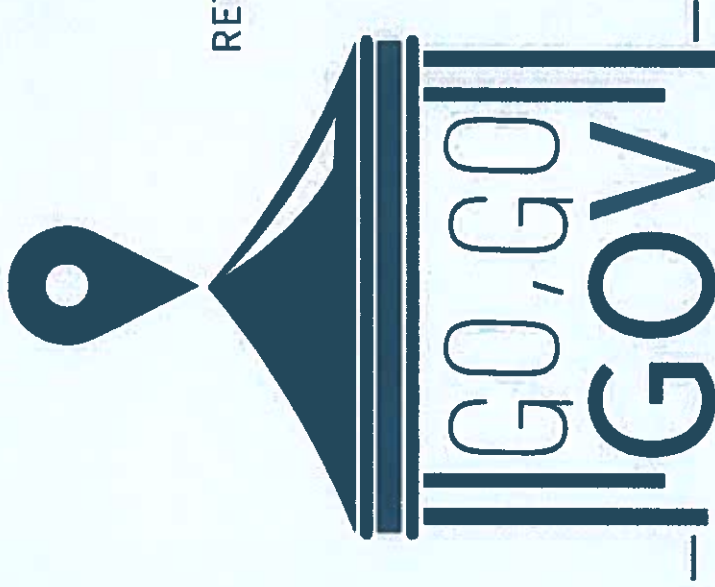


A Perry Pop-Up Project

OTHER RECOMMENDATIONS?

WHAT IT WOULD TAKE:

- SPECIAL EVENTS VAN
- TABLES
- TENT
- CHAIRS
- CITY INFORMATION
- OUTDOOR ACTIVITIES
- STAFF
- MARKETING
- PERMISSION TO UTILIZE PUBLIC PARKS



WHAT WE COULD GET:

ROI

RETURN ON EMOTIONAL INVESTMENT

PLUS

- ENGAGED CITIZENS
- COMMUNITY OUTREACH
- CULTIVATES CONNECTIONS
- ACCURATE DISTRIBUTION OF INFORMATION



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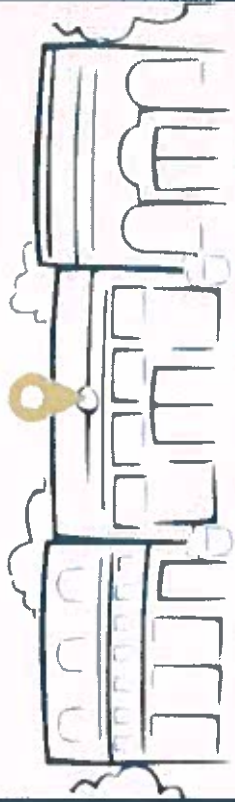
QUESTIONS?

CITY OF PERRY SPECIAL EVENTS

Anya Turpin

anya.turpin@perry-ga.gov

478-954-5758



HISTORIC DOWNTOWN

Perry

•CHOOSE LOCAL•

**DOWNTOWN IMPACT OF
WORKFORCE
WORKING FROM HOME**



Positive Impacts

of 24% of work force working from home

**Suburban/Rural
Growth &
Decline of
Metropolitan
Centers**

Remote workers typically well paid, thus
boost in local spending/investment



in demand for co-working space
due to need for socialization

Focus on attracting people Downtown
through creative placemaking

Positive Impacts

of 24% of work force working from home

Business relocation
opportunities from large
office buildings to smaller
regional locations

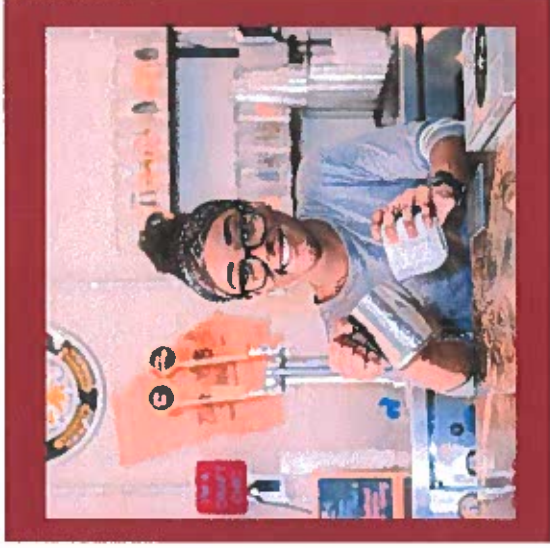


<https://www.businessinsider.com/benefits-remote-work-changing-us-economy-for-the-better-upwork-2021->

Negative Impacts

of 24% of work force working from home

More remote jobs are becoming available which might take available work force from retail/rest. furthering current staffing issues

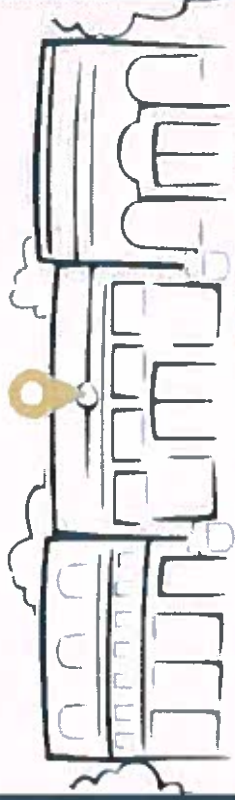


Possible reduction in office space demand, but tech and e-commerce sectors thrive

What Other Programs Have Done

- North Platte, Nebraska: recruiting incentives for remote workers that relocate to district/area
- Evaluate and explore needs of possible co-working space





HISTORIC DOWNTOWN

Perry

•CHOOSE LOCAL•

QUESTIONS?





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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor / Council
FROM: Lee Gilmour, City Manager
DATE: April 15, 2022
REFERENCE: Advisory board

Per council's March 14, 2022 concurrence to establish a citizen advisory board to assist in the planning of the East Perry destination park, the Administration mailed out a written invitation to all city residents with a water/sewerage account north and east of Perry Parkway. Twenty-three (23) residents indicated an interest to serve.

The requirement for participation is being a resident of the city. Deciding factors are subdivision of residence and time of application.

Reviewing all the candidates the Administration recommends the following residents:

- ❖ Paul Salemi
- ❖ Brandi Harpe
- ❖ Donald Fisher
- ❖ Lacey Brown
- ❖ Jeff George
- ❖ Tijawanda Lowder
- ❖ Adam Nelson
- ❖ Eric J. Smith
- ❖ Angela Walker (Perkins)
- ❖ Laronda Lindsey
- ❖ Pam McKinney
- ❖ Stacie Hidalgo
- ❖ Krystall Sewells



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Memorandum

To: Mayor and Council
Via: Lee Gilmour, City Manager
From: Bryan Wood, Community Development Director
Date: April 8, 2022
Re: Stonebridge Sign Request

Mayor Walker and Members of Council,

The Stonebridge Residential Association is requesting your approval to locate a subdivision entrance sign on property owned by the City of Perry. The property is located between Stonebridge and Sadie Heights subdivisions.

The proposed sign will be like the existing Stonebridge sign located at the subdivision entrance on Gurr Road, but without the stone base. The post-and-arm-style sign complies with provisions of the Land Management Ordinance in height (~6 feet) and area (~4 square feet).

Because the entire property is owned by the City, no right-of-way was established for the streets that cross the property. There is no issue with the sign being in a right-of-way. The LMO requires signs to be located at least 10 feet from the street edge.

If Council agrees to allow the sign on City property, staff recommends that the sign must be at least 10 feet from the edge of the street curb, and a sign permit must be issued.



April 5, 2022

From: Dr. Eric Smith
President
Stonebridge Residential Association, Inc
1400 Macon Road #1093
Perry Georgia, 31069

To: Perry City Council
1211 Washington Street
P.O. Box 2030
Perry, GA 31069

Good Morning, City Council,

1. In order to enhance the aesthetics of the Stonebridge Community, The Stonebridge Residential Association, Inc, humbly request approval to place a sign and pole at the end of Stonegate trail. This sign and pole requested will be placed going towards Sadie Heights subdivision in the common area annexed by the City of Perry. Currently, there is no sign to distinguish the two subdivisions. I have attached an PDF file giving an approximate location and dimensions of the sign and pole marked in blue and black ink after meeting with Bryan Wood, Director of Community Development who was professionally helpful.

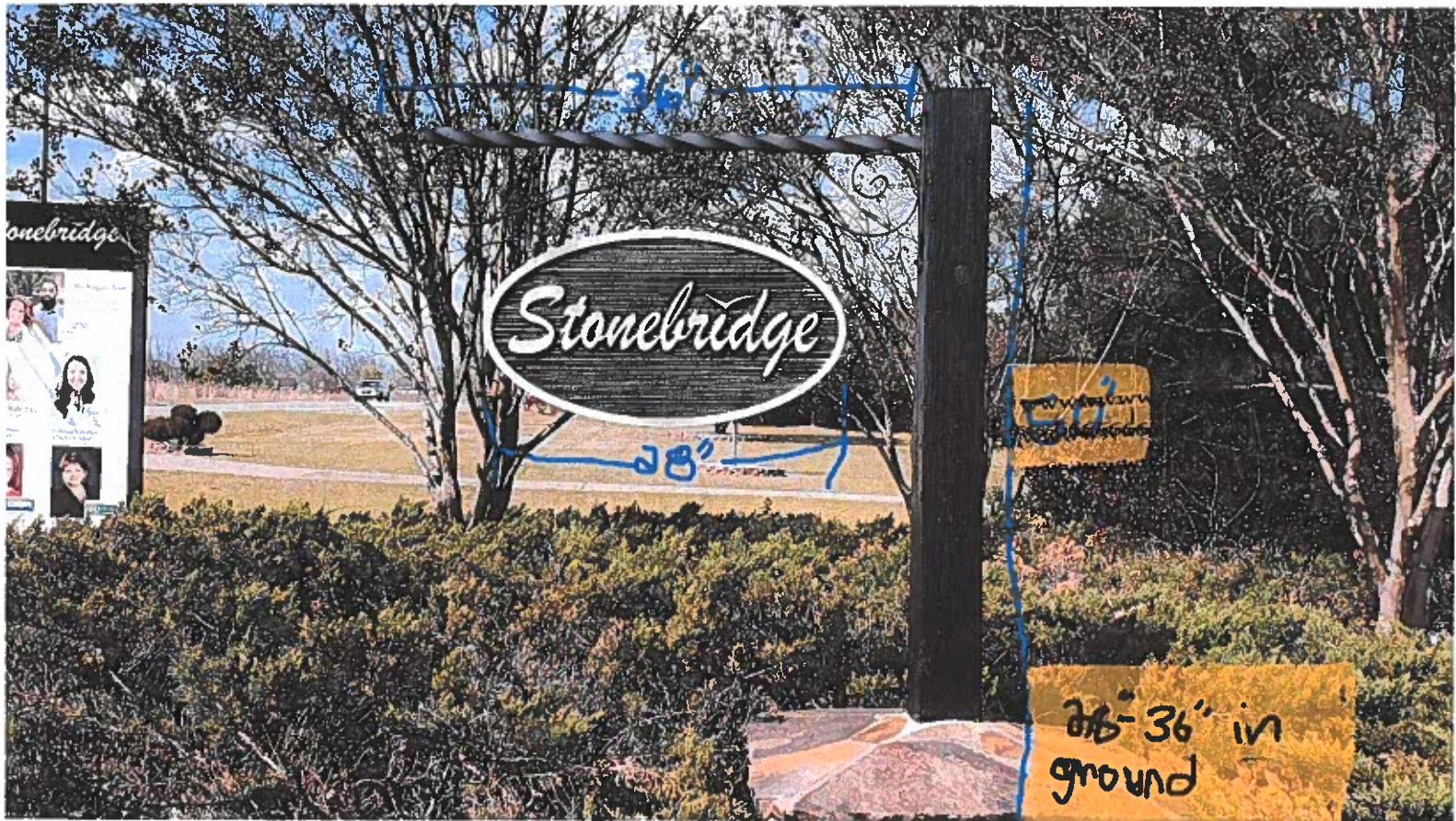
2. We request to put a pole about 4 inches in diameter supported in cement (not a pillar to save space) at least 28 to 36 inches in the ground with the pole being about 60 to 72 inches high above ground. The sign dimension and pole holding the sign will be relative as indicated in the pictures. We request the pole and sign be put on the side traffic enters our subdivision from Sadie heights. Alternatively, we will put the sign and pole on any side of the street the Council sees fit. We understand the sign, if approved, cannot impede the right of way, hinder future diggings, or puncture electric lines; and we will comply with adjustments/recommendations the Council will make, if any.

3. Thank you for your time and consideration. If you have any questions or concerns, please contact me at 210-380-4030 or email me at smithej450@gmail.com.

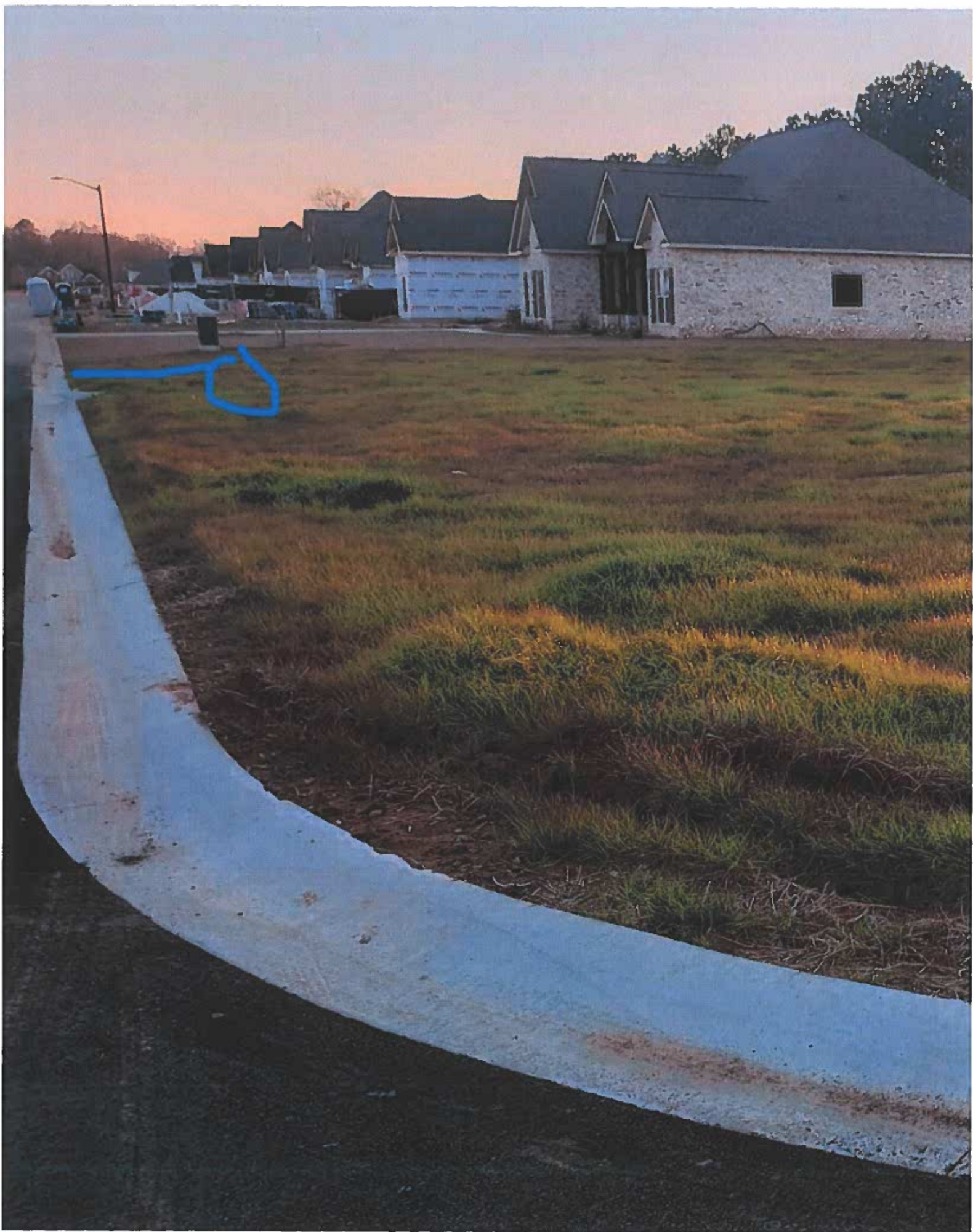
Eric Smith

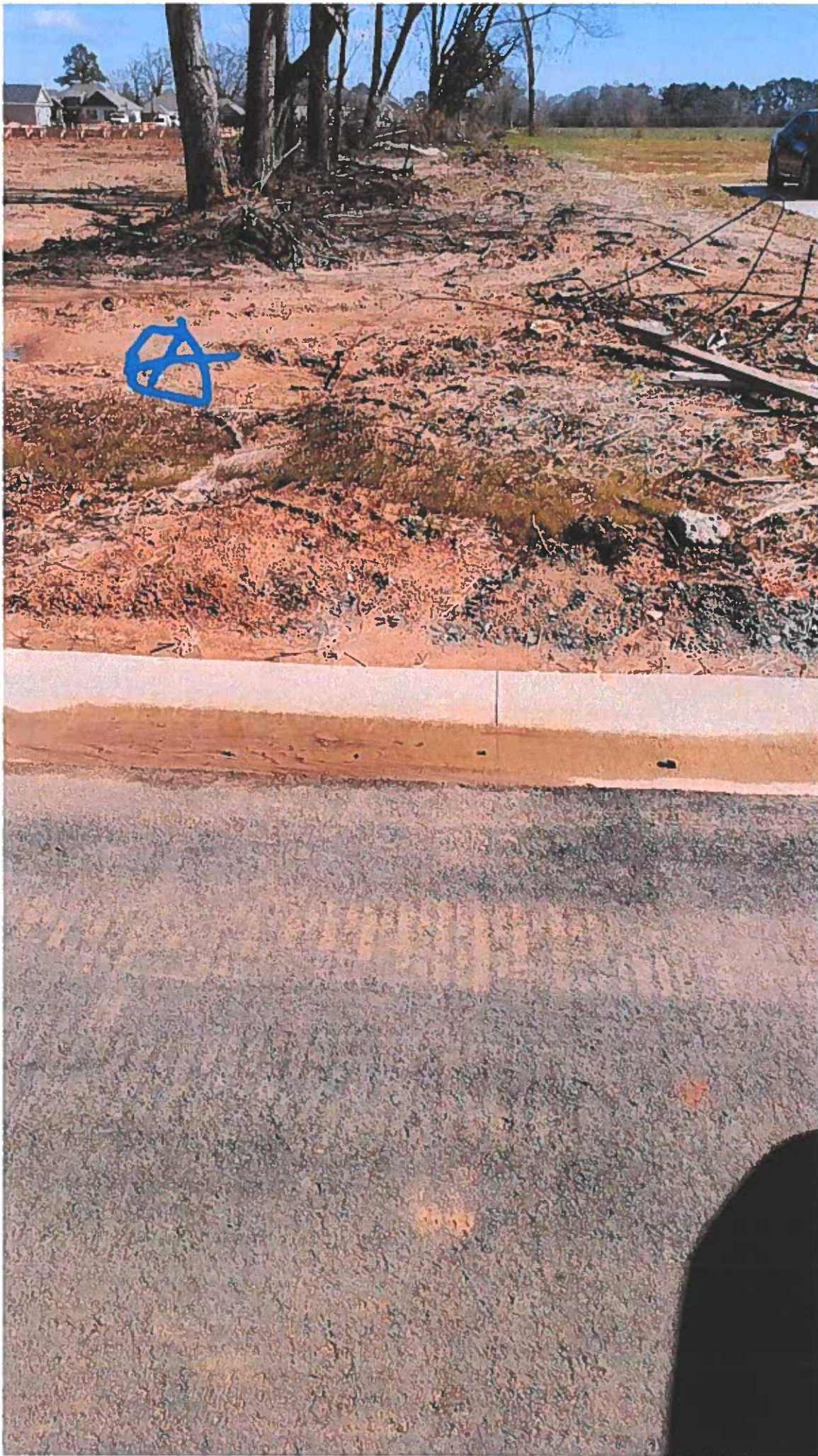
Sincerely,
Dr. Eric Smith











Perry Trash Dash Update



City-wide community revitalization effort

- Primary Areas cleaned:

1. New Hope
2. Oldfield
3. Creekwood
4. Rozar Park
5. Sam Nunn Blvd.



Trash Dash Facts!

- 99 volunteers
- 3,440 lbs. of trash
- 64 tires





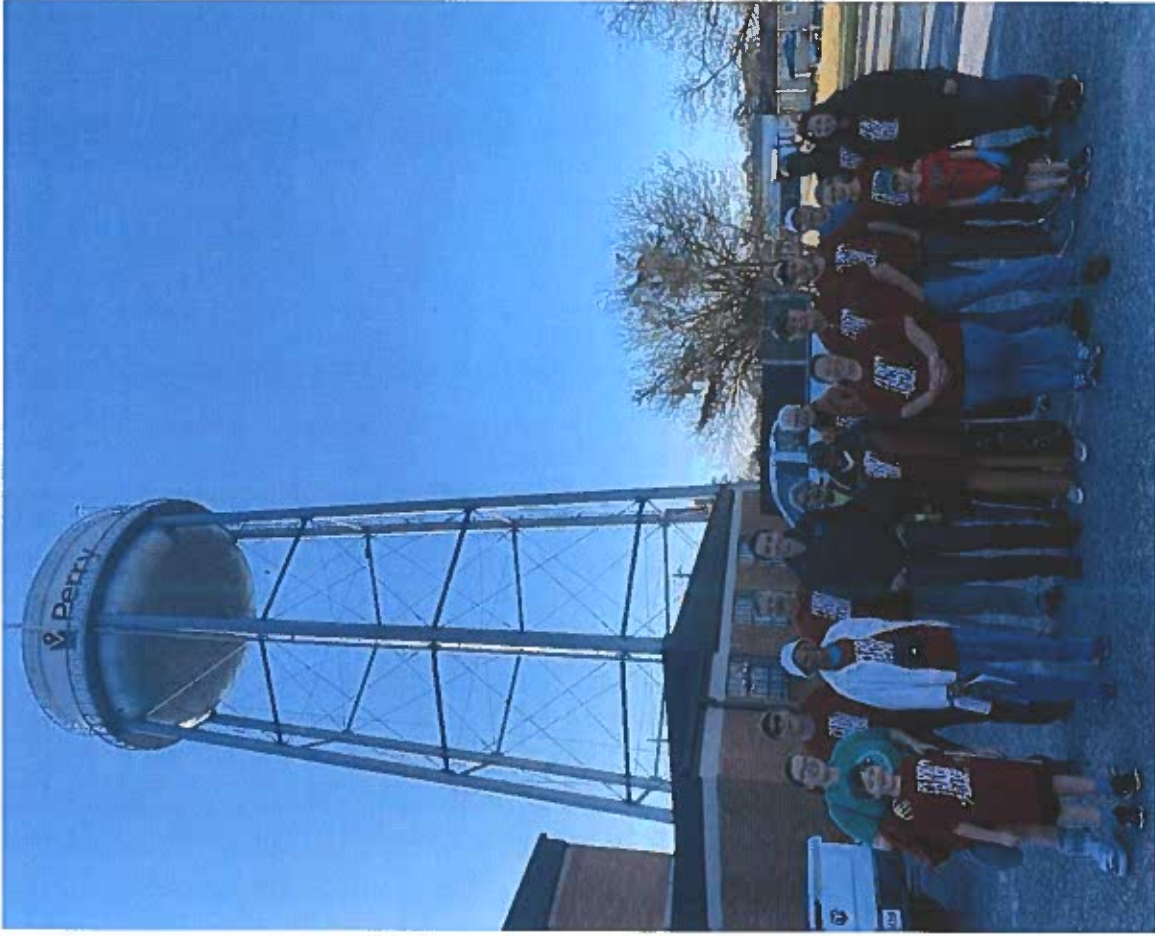
From Facebook:

"Walked 3 miles and picked up a bunch of stuff! I'm proud our small city hosts events like this."





PERRY TRASH DASH
EST. 2002



Questions?



Attachment A

City of Perry Expense Reimbursement Guidelines

The City of Perry recognizes the value and necessity of employee participation in professional development opportunities, including attendance at training events, conferences, seminars, and other job-related meetings and forums. The City of Perry's expense reimbursement guidelines detail the authorized expenditures for all departments under the authority of the Mayor and City Council. An Elected Official, City Manager, City employee, or appointed member of a City authority, board or commission [hereafter collectively referred to as "employee"] who is required to travel on City business is entitled to reimbursement of reasonable training and related travel expenses as detailed in this policy. Any exceptions to this policy must be approved by the City Manager.

1. Appropriation

In conjunction with the annual budget process, the City Council shall authorize department appropriations for training expenses consistent with the annual adopted operating budgets. Departments shall not incur training expenditures unless an appropriation is available, or budget amendment/adjustment has been completed and approved.

2. Expenditure Approval

All expenditures relating to travel shall be processed consistent with these guidelines. The Finance Department will reimburse expenses only upon submission of proper documentation of the expenses from the incurring departments. To be considered for reimbursement, all expenses relating to travel shall be submitted to the Finance Department within a reasonable time, but no later than 30 calendar days following the return date from the trip.

3. Settlement of Disputed Reimbursement Claims

The Finance Department shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Expenditure reimbursement requests that are not in compliance with these policies and procedures shall be returned to the originating department with Finance Department recommendations for changes. In the event the originating department does not agree with the Finance Department's recommendations, the City Manager shall make the final decision regarding whether to authorize the reimbursement.

4. Travel & Training Expenses

4.1. Overview. The City shall reimburse eligible expenses incurred for travel relating to official business of the City. Expenditures that are authorized under this policy include those for attending education and/or training sessions, conferences, conventions, events, and business meetings with third parties (including other governmental entities and vendors soliciting current or future business from the City).

It is vital that an employee obtains receipts for all expenses exclusive of per diem. If a receipt is not provided to verify the expense, the expense may not be considered legitimate and could be denied payment or reimbursement by the City.

4.2. Travel Advance. An advance can be obtained for approved travel not to exceed the estimated per diem payout for the trip. Standard proper documentation must be

submitted after the event. The employee must repay the City any positive difference between the advance and the document total. Failure to settle within 30 days following the notice from Finance of the amount due will result in this amount being deducted from the employee's paycheck. Any negative difference between the advance and the documented total will be paid to the employee.

4.3. FLSA Requirements. The City of Perry will compensate an employee for travel and training time in compliance with Fair Labor Standards Act requirements. An employee requesting reimbursement is responsible for accurately reporting the details of their travel and training on the City's Travel Reimbursement Request Form.

4.4. Working While Traveling. The City of Perry does not expect nor authorize any employee to perform work while traveling, unless approved in advance by the City Manager.

4.5. Family Participation. Family members are permitted to accompany an employee but the employee must pay for all costs associated with the participation of the family member(s), to include registration, group trips, the cost difference associated with a larger rental car (if necessary and provided a rental car is authorized), the increased cost of lodging if the expense increases due to additional occupants as compared to the single occupant rate, etc. If a spouse accompanies an employee on an authorized business trip, only those expenses that can be directly attributed to the employee will be reimbursed.

4.6. Advance Payment. An employee is encouraged to pay as many of the individual costs associated with an event as possible ahead of time through the standard payment process. Examples of costs that may be paid in advance include conference registration, hotel reservations, and certain travel costs. Whenever possible, an employee is expected to take advantage of early registration discounts for all seminars, conferences, and other training.

4.7. Lodging.

4.7.1. An employee shall minimize the expense associated with hotel/motel costs by procuring a government rate for qualified stays. When traveling in the State of Georgia, an employee must use the hotel/motel tax-exempt status form. Sales and occupancy taxes charged for lodging within the State of Georgia may not qualify as eligible reimbursable travel expenses subject to the approval of management.

4.7.2. Lodging reimbursements will be made for actual lodging expenses only, based on rates supported by the final statement/receipt. Reimbursement will only cover nights during which the event occurs. If travel and event schedules require that an employee arrive the evening prior or depart the morning following the event, the City will pay for reasonable extra lodging.

4.8. City Vehicle & Personal Vehicle Transportation.

4.8.1. Approved modes of transportation include vehicle, air, rail, rideshare, taxi, and public transportation. Employees are to use the most economical but practical mode of transportation available to arrive safely and on time for the scheduled training. If a City vehicle is available, it should be used in lieu of a personal vehicle.

4.8.2. If no City vehicle is available or else impractical in the judgement of the Department Head, an employee may use their own vehicle for transportation to and from a training event. In such a case, mileage shall be calculated using the employee's place of work as the origination point, so long as the employee reported to work prior to departing to the destination. In the event the employee does not report to work prior to traveling to the destination, mileage shall be reimbursed from the employee's origin, less the employee's normal commute to the workplace.

4.8.3. The City will reimburse mileage for the cost of a direct round trip. For trips requiring an overnight stay, the City will add an additional 25 miles to the sum of the direct round trip mileage in order to account for mileage accrued in a personal vehicle at the destination. Side or personal trips shall be excluded from the mileage reimbursement request. An employee using their personal vehicle for City business will be reimbursed at the current reimbursement rate designated by the Internal Revenue Service. The mileage request must be submitted on the current form and approved by the employee's supervisor or department head. The Mayor or City Manager may approve Councilmember requests. Requests by the Mayor will be approved by the Mayor Pro Tempore or the City Manager. The City Manager will be approved by the Mayor or Mayor Pro Tempore.

4.8.4. The City assumes no liability for property damage incurred as a result of operation of personal vehicles. Therefore, if an accident occurs on City business in the employee's personal vehicle, the employee should report the accident to their personal automobile insurance carrier.

4.8.5. Miles traveled in City-owned vehicles shall not be subject to reimbursement to the traveler.

4.9. Rental Cars. Expenses associated with rental cars, i.e., rental expense and fuel, will be paid at cost, as long as receipts are provided. Employees shall rent midsize or smaller vehicles, or an appropriate vehicle size based upon the number of employees needing transportation. Expenses associated with exceeding this car class will be the responsibility of the traveler. A vehicle may only be rented when it would be more advantageous to the City than any other means of ground transportation (hotel/motel/airport shuttle, public transportation, taxi, rideshare). Prior approval by the employee's Department Head is necessary before renting a vehicle and the reservation should be made in advance to ensure the most economic rate.

4.10. Air/Rail Travel. Transportation provided by major airlines or railroads shall be paid at cost to the traveler. Travel will be limited to coach/economy classes of service. In the event the traveler chooses a class higher than coach/economy (business or first class) or to extend the trip and change departure or arrival dates, the difference of the expense shall be the responsibility of the traveler. Any reduction in the expense associated with transportation costs because of extended or modified travel dates for personal benefit shall not be provided back to the traveler. Assuming travel in the employee's personal vehicle, mileage for one round trip will be reimbursed between the City or employee's home (whichever is applicable) and the airport, terminal location, or off-site parking location.

4.11. Local Transportation. Reasonable expenses associated with local transportation, such as taxi or rideshare fare, plus reasonable gratuity, will be deemed eligible expenses provided receipts are provided.

4.12. Laundry/Dry Cleaning. When travel is scheduled for more than five (5) consecutive days, reimbursement for laundry and dry-cleaning expenses will be allowed. Expenses shall be paid at the cost of the services provided.

4.13. Training Materials. The cost of books and materials required for training purposes will be paid for by the City provided documentation of the requirement is submitted with the expense report. All books and/or materials paid for by the City become City property.

5. Per Diem (Meals)

5.1. Per Diem Rates. An employee traveling overnight will be paid a per diem amount based on the U.S. General Services Administration (USGSA) Per Diem Rates, which are designated to cover the cost of three meals per day, including all taxes and tips. The City will include incidental expenses as part of the per diem. If the destination city or county is not included within the USGSA Per Diem Rates, then the standard continental U.S. location rate will apply. The current USGSA Per Diem Rate Table is available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>

5.2. Per Diem on First & Last Day of Travel. The City will abide by the practice of prorating the per diem for the first and last day of travel at 75% of total meals and incidental expenses for the destination.

5.3. Per Diem Exclusions. Meals included in the cost of registration will not be included as part of the per diem amount. For example, an employee attending a conference that provides lunch to all attendees will not receive the lunch rate in the day's per diem, unless dietary restrictions preclude consumption of all provided meal options.

5.4. Per Diem Payment. Per diem will be paid in total following the completion of travel unless a travel advance is requested. Receipts are not required for per diem expenses.

5.5. Local Travel Exclusion. Per diem will not apply to local travel, which is defined as travel inside a 50-mile radius of the City or the employee's home, whichever is applicable. In the case of local travel, the City will pay meal costs only if the meal is included in the registration fee or is a part of the official program and with proper receipts. The cost per meal is not to exceed the USGSA per diem rate for the specific meal. Similarly, the City will not reimburse for meals during the course of a normal work day. Therefore, if the local travel is such that the employee would normally provide their own meal, no reimbursement will be made. Examples where meals will not be reimbursed include, but are not limited to, brown-bag lunch and learns, ribbon cuttings for City projects, continuing education or training courses held in Warner Robins or Macon, travel to visit another middle Georgia government, or conducting a site visit for a project.

6. Non-Reimbursable Expenses

6.1. Direct Costs. Only costs directly associated with attending an event, such as registration fees, hotel/motel charges, parking, and local transportation are eligible for reimbursement. Costs such as entertainment viewing, pet hotel fees/boarding fees, toiletries, ATM fees, etc. are not reimbursable, in addition to those listed below. If there is a question as to whether an expense is eligible, the determination will be made by the City Manager.

6.2. Excluded Expenses. *The following list is not all-inclusive.*

1. Tips and gratuities (these are factored into the allowed daily per diem rate), excluding reasonable gratuities for local transportation (rideshare/taxi).
2. Alcoholic beverages
3. Tobacco products
4. Medications
5. Entertainment, such as in-flight headset or movie purchases, theater, museum, concert, or sporting event tickets, etc.
6. Souvenirs and unauthorized gifts or donations
7. Courtesy bar items
8. Parking tickets, fines, fees, or penalties, or court costs associated with traffic or parking violations or any police action
9. Additional automobile insurance through a rental car company
10. Postage for non-work-related items
11. Items for personal use, including books, magazines, newspapers, as well as toiletries and personal care expenses (i.e., haircuts)
12. Gym, club, or recreational fees
13. Lost, stolen, or damaged personal property
14. Room service in excess of per diem
15. Air travel and other personal trip insurance
16. Repair, maintenance, washing, or insurance on personal vehicles
17. Bank charges, including charges for ATM withdrawals.

7. State and Federal Requirements

This travel policy is designed to comply with certain Internal Revenue Code (IRC) purposes and the laws of the state of Georgia, specifically O.C.G.A. § 36-35-4. Given the design of this travel policy as an “accountable” policy per IRC definition, payments made pursuant to this plan will not be considered salary or compensation and will not be subject to income tax withholding, or payment of Social Security and Medicare taxes.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING CHAPTER 1, GENERAL PROVISIONS; SECTION 1-10, GENERAL PENALTY; CONTINUING VIOLATIONS, TO AMEND THE FINE AND IMPRISONMENT SPECIFICATIONS.

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended as follows:

1.

By amending Section 1-10(a) to read as follows:

Sec. 1-10. General penalty; continuing violations.

(a) Whenever in this Code any act is prohibited or is made or declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding sixty (60) days, or both. In lieu of a fine, imprisonment or fine and imprisonment, a person convicted of violating this Code may be sentenced to labor for the city on the streets, sidewalks, squares or other public places for a period not exceeding sixty (60) days.

SO ENACTED this 3rd day of May, 2022.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: April 19, 2022

2nd Reading: May 3, 2022



Select Start to begin



DocuSign Envelope ID: 9CD0526F-11C8-408A-B1FA-0B4AB2A316CC



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Ben Singer
Employee Benefits Service Representative: Tim Payne
Employee Benefits Sales and Service Office: Atlanta

Policyholder: City of Perry
Group Number: 751871

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Add 100% Backdoor Integration.

I request that the amendment become effective on 04/01/2022. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: Title:
Authorized Representative

Print Name: KAREN BYCENSKI Date: 3/24/2022

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP SHORT TERM DISABILITY INSURANCE

Policyholder:	City of Perry
Policy Number:	751871-B
Effective Date:	May 1, 2014

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

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COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number: 751871-B
Policyholder: City of Perry
Employer(s): City of Perry
Group Policy Effective Date: May 1, 2014
Policy Issued in: Georgia

Member means:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 30 consecutive days as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 30 consecutive days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.

STD Benefit: 66 2/3% of the first \$1,500 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$1,000 before reduction by Deductible Income.
Minimum: \$15

Benefit Waiting Period:

For Disability caused by accidental Injury: None

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 7 days

Extended Benefit Waiting Period: Does not apply to Noncontributory insurance.

For Disability caused by accidental Injury: None

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 60 days. The Extended Benefit Waiting Period applies only for the 12-month period beginning on the most recent date your insurance becomes effective. Thereafter for any period of continuous coverage only the Benefit Waiting Period will apply. See **When Your Insurance Becomes Effective and Reinstatement Of Insurance.**

Enrollment Period for Contributory insurance: The 31-day period beginning on the date you become eligible.

Maximum Benefit Period: 180 days. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

ST.JC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) ST.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory Insurance and agree to pay premiums. Contributory insurance becomes effective on:

i. The date you become eligible if you apply on or before that date; or

ii. The date you apply if you apply after the date you become eligible.

Note: If you do not apply during the Enrollment Period, then an Extended Benefit Waiting Period will apply. The Enrollment Period and Benefit Waiting Periods are shown in **Coverage Features**.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. An Extended Benefit Waiting Period will apply if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured. The applicable Benefit Waiting Periods are shown in **Coverage Features**.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

ST.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The STD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The weekly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum STD Benefit if there is a reduction by benefits payable under the Prior Plan.

(NOPREK) ST.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

- c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
- d. During the Benefit Waiting Period and while STD Benefits are payable.

ST.EN.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, the Eligibility Waiting Period will be waived and until you have been insured for 12 consecutive months an Extended Benefit Waiting Period will apply. The applicable Benefit Waiting Periods are shown in **Coverage Features**.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. In no event will insurance be retroactive.

(EBWP_NONOCC) ST.RE.OT.4

DEFINITION OF DISABILITY

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of

professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

(WITH 40 WITH PARTL) ST.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

ST.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit in an amount agreed to by us, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

ST.RA.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 90 days of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

ST.TR.OT.2

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.

5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

(REV LTD LDM) ST.BE.OT.3

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(BASE_NO STOCK) ST.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
3. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

4. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

5. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
6. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
7. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PUB_NONOCC_WITH RTW_NO OTHER OFFST_WITH SRD) ST.DLOT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Group credit or mortgage disability insurance benefits.
6. Accelerated death benefits paid under a life insurance policy.
7. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

(PUB_NO OTHER OFFST) ST.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

ST.RU.OT.1

SUBROGATION

If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

ST.SG.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled; or
2. Termination of the Group Policy after you become Disabled.

ST.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

(NONOCC) ST.XD.OT.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits

is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No STD Benefits will be paid for any period when you are receiving paid sick leave pay, annual or personal leave pay, or other salary continuation, including donated amounts, (but not vacation pay) from your Employer.

D. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

F. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

(NONOCC_RTW_RSP_MAND REHB) ST.LM.GA.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 10 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay STD Benefits within 30 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PUB WRDG) ST.CL.GA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in its administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable;
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

ST.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

ST.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement you make to obtain or to increase insurance is a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

ST.IN.OT.1

CLERICAL ERROR, AGENCY AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

ST.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

ST.TA.OT.1

DEFINITIONS

Benefit Waiting Period includes the Benefit Waiting Period and the Extended Benefit Waiting Period if it applies to you, and means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period or the Extended Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) insurance is nonselective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

(EBWP) ST.DF.OT.1

GA/STDC2000

FW: Backdoor Integration language

Hofmann, Danielle <dhofmann@mcgriff.com>

Tue 3/29/2022 9:30 AM

To: Karen Bycenski <karen.bycenski@perry-ga.gov>

Cc: Matt White <matt.white@perry-ga.gov>; Eikrem, Debbie <DEikrem@mcgriff.com>

Hi Karen,

Thanks again for your call yesterday. I spoke with Tim, and he had the contracts team provide the exact language that will be in the policy. I think this should clarify the definition for your attorney, but please do not hesitate to let me know if you do not think this is clear enough or not the right wording.

Thanks,

Please note I will be out of the office next Wednesday, 4/6 through Friday, 4/8.

**Danielle Hofmann**

Account Manager

P: 678-566-8039 | C: 770-807-4859 | E: DHofmann@McGriff.com2520 Northwinds Parkway, Suite 600, Alpharetta, GA 30009 | McGriff.com

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From: Tim Payne <Tim.Payne@standard.com>**Sent:** March 29, 2022 9:00 AM**To:** Hofmann, Danielle <dhofmann@mcgriff.com>**Subject:** FW: Backdoor Integration language

Danielle,

I received the following from my Contracts Analyst. The first paragraph deals with Deductible Income.

Let me know if this helps.

Thanks,

Tim

Tim Payne | Employee Benefits Client Manager**The Standard****Standard Insurance Company****One Glenlake Parkway, Suite 925 | Atlanta, GA 30328****Phone 770.391.8054 | Toll-free 800.962.1672 ext. 3734****Fax: 770.434.1797****Cell: 404.641.6818****Tim.Payne@standard.com | www.standard.com**

Below are the two sections that pertain to 100% Backdoor Integration language in our STD policies.

DEDUCTIBLE INCOME

Deductible Income means:

1. **Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.**
 - a. **Determine the amount of your STD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.**
 - b. **Determine 100% of your Predisability Earnings.**
 - c. **If a. is greater than b., the difference will be Deductible Income.**
2. Your Work Earnings, as described in the Return To Work Provisions.
3. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
4. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
5. Any disability or retirement benefits you receive under your Employer's retirement plan.
6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PRIV_NONOCC_WITH RTW_100% SL_NO OTHR OFFST_WITH JRD) ST.DI.OT.1

Please be advised insurance coverage cannot be altered, bound or cancelled by voicemail, email, fax, or online via our website and insurance coverage is not effective until confirmed in writing by a licensed agent. The information in this transmission may contain proprietary and non-public information of McGriff Insurance Services, Truist, or their affiliates and may be subject to protection under the law. The message is intended for the sole use of the individual or entity to which it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited. If you received this message in error, please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.

Any information, analyses, opinions and/or recommendations contained herein relating to the impact or the potential impact of coronavirus/COVID-19 on insurance coverage or any insurance policy is not a legal opinion, warranty or guarantee, and should not be relied upon as such. As insurance agents, we do not have the authority to render legal advice or to make coverage decisions, and you should submit all claims to your insurance carrier for evaluation as they will make the final determination. Given the on-going and constantly changing situation with respect to the coronavirus/COVID-19 pandemic, this communication does not necessarily reflect the latest information regarding recently-enacted, pending or proposed legislation or guidance that could override, alter or otherwise affect existing insurance coverage. At your discretion, please consult with an attorney at your own expense for specific advice in this regard.