

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/21/2022

Contract/Lease Control #: C22-3211-RM

Procurement#: RFP RM 31-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2023 W/4 1 YR RENEWALS

Description of: GROUP LONG TERM DISABILITY INSURANCE

Department: RM

Department Monitor: BIRD

Monitor's Telephone #: 850-689-5978

Monitor's FAX # or E-mail: KBIRD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T32 Tracking Number: 464822
 Procurement/Contractor/Lessee Name: Madison Life Grant Funded: YES ___ NO X
 Purpose: Crapp Long term Disability
 Date/Term: 9-30-23 w/ 4 1/2 years 1. GREATER THAN \$100,000
 Department #: _____ 2. GREATER THAN \$50,000
 Account #: various 3. \$50,000 OR LESS
 Amount: _____
 Department: Rm Dept. Monitor Name: Bird

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-21-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no Fedwa in U Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see mail attached Date: 7-6-22

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see mail attached Date: 7-7-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

022-3212-Rm

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, July 7, 2022 11:27 AM
To: DeRita Mason; Kelly Bird
Cc: Kelli Burgess
Subject: Re: Contract with Okaloosa County 31-22

This is approved. However, you may want to send them back a track-changes version. I didn't accept all of their changes. On some of them I made additional changes.

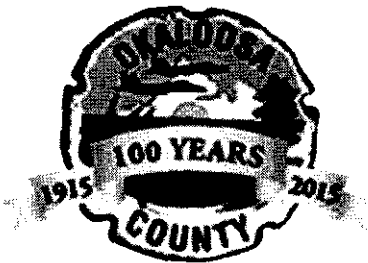
Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, July 7, 2022 12:19:46 PM
To: Kelly Bird; Lynn Hoshihara
Cc: Kelli Burgess
Subject: RE: Contract with Okaloosa County 31-22

Lynn,
Please find updated attached.
I think they both should match each other now.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Kelly Bird
Sent: Wednesday, July 6, 2022 4:06 PM
To: Karen Donaldson; Kelli Burgess
Cc: DeRita Mason
Subject: RE: Contract with Okaloosa County 31-22

I don't have any issues with the changes. The amount the County provides is 25K which is under the threshold for the premium tax. The individuals are advised on the tax implications of this and told voluntary must be post tax to avoid this. I defer to legal on the other redline changes.

Kelly Bird
Risk Manager
Okaloosa County Board of County Commissioners
302 N. Wilson Street, Suite 301
Crestview, FL 32536
Phone-(850) 689-5978

For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

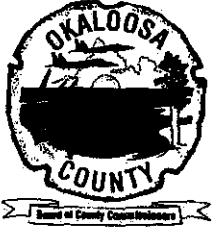
Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Wednesday, July 6, 2022 3:56 PM
To: Kelly Bird <kbird@myokaloosa.com>; Kelli Burgess <kburgess@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: Contract with Okaloosa County 31-22

Did you want to look over the red letter changes in these contracts?
Pay attention to them referring to billing us for state premium tax...I am not sure about that...

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 6, 2022 9:35 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: FW: Contract with Okaloosa County 31-22

Good morning,
I wanted to get a status check on the attached.
Thank you,



Board of County Commissioners Purchasing Department

State of Florida

Date: May 6, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP RM 31-22

Basic & Voluntary Life and AD&D and Long-Term Disability for Okaloosa County

Okaloosa County would like to thank all businesses, which submitted proposals to the Basic & Voluntary Life and AD&D and Long-Term Disability for Okaloosa County. (RFP RM 31-22)


After in-depth examination of all bids in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

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

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

ME
BCC Records

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this, ~~11th~~ ^{19th} day of July, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Madison National Life Insurance Company, Inc., whose address is 1241 Joh Q. Hammons Drive, Madison, WI 53717, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 39-0990296.

RECITALS

WHEREAS, the County is in need of a contractor to provide Group Long Term Disability Insurance coverage for Okaloosa County ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP RM 31-22 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Grant Funded Clauses

2. Services. Contractor agrees to perform the following **Services: Group Long Term Disability Insurance coverage for Okaloosa County.** The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor according to the terms of the insurance coverage provided under the insurance contract purchased by the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to promptly inform

CONTRACT: C22-3211-RM
MADISON NATIONAL LIFE INSURANCE COMPANY, INC.
GROUP LONG TERM DISABILITY INSURANCE
EXPIRES: 09/30/2023W/4 1 YR RENEWALS

the County via telephone and in writing of any problems that, in Contractor's reasonable view, could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin on October 1, 2022 and continue until September 30, 2023, The Agreement shall be renewed for an additional four (4) one (1) year renewals upon mutual written agreement by all parties.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, based on the information provided in item "B below:

a. Disbursement.

There are no reimbursable expenses associated with this Agreement.

b. County shall calculate the group insurance premium owed to Contractor pursuant to rates that are separately agreed to by the parties in writing. The group insurance premium shall be self-billed by County, based on County's records in a format to be separately agreed to by the parties. Premium payments shall be payable by County to Contractor as provided in the group insurance policy(ies) issued by Contractor to County. County represents and warrants that the records used by County to calculate the group insurance premium payable to Contractor shall be complete and accurate.

c. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes,(other than state premium taxes) licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor specifically and exclusively pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement. However, any termination of the Services shall be in full compliance with the insurance contract and all federal and state statutes and regulations regarding the termination of an insurance policy. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor specifically and exclusively in the provision of the Services (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- e. Termination of Policies. This Agreement shall terminate upon the termination of the underlying group insurance policies issued by Contractor to County.

Notwithstanding the termination language in this section, the County acknowledges and agrees that any termination of this insurance policy or policies between the County and Contractor is subject to those policies' terms and federal and state laws and regulations.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, or the United States District Court for the Northern District of Florida and venue for litigation arising out of this Agreement shall be exclusively in such courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the Services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the-Agreement if the Contractor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the

request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right, at reasonable times and with reasonable notice, at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. Notwithstanding anything to the contrary, Contractor shall not be required to disclose any information or data where such disclosure would violate confidentiality, privacy, or nondisclosure requirements.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

| | | |
|------------------------------|---|---|
| If to the County: | Kelly Bird Risk Manager 302 N. Wilson St. Suite 301 Crestview, FL 32536 850-689-5978 kbird@myokaloosa.com | With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070 |
| If to the Contractor: | Carl Eiche Madison National Life Insurance Company, Inc. 1241 John Q. Hammons Drive Madison, WI 53717 800-392-7295 det@madisonlife.com | |

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any Services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails

or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the County will impose such Agreement sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of subparagraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this Agreement or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) solely to the extent relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

Notwithstanding the foregoing, Contractor's indemnification, defend, and hold harmless obligations shall not apply to the extent that an allegation or claim arises out of the County's negligence, willful misconduct, breach of this Agreement, or violation of law.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for the Contractor's tax, except for state premium tax, and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought. Notwithstanding the foregoing, the provisions of the group insurance policies issued by Contractor to County shall govern the matters covered therein.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.



Signature

TITLE: Vice President, Underwriting

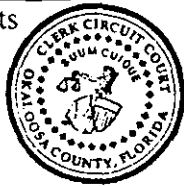
Carl Eiche

Print Name

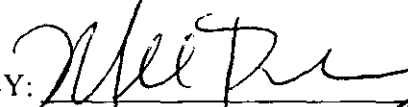
ATTEST:



For J.D. Peacock II, Clerk of Courts

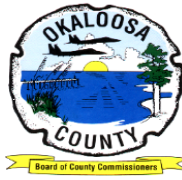


OKALOOSA COUNTY, FLORIDA

BY: 
Mel Ponder, Chairman



Attachment "A"
Contractor's Proposal



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
**Group Dental, Basic & Voluntary Life and AD&D,
Long-Term and Short-Term Disability Insurance for
Okaloosa County**

RFP NUMBER:
RFP RM 31-22

ISSUE DATE:

March 14, 2021

LAST DAY FOR QUESTIONS:

March 25, 2022 3:00 P.M. CT

RFP DUE DATE & TIME:

April 14, 2022 3:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All ~~terms, specifications and conditions~~* set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Minnesota Life Insurance Company

MAILING ADDRESS 400 Robert Street North

CITY, STATE, ZIP St. Paul, MN 55101

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 41-0417830

TELEPHONE NUMBER: 800-392-7295 EXT: _____ FAX: 651-665-3791

EMAIL: KDegelmann@OchsInc.com on behalf of Susan Munson-Regala

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL ~~TERMS AND CONDITIONS~~* OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Susan Munson-Regala* TYPED Susan Munson-Regala
OR PRINTED NAME

TITLE: Vice President and Actuary

DATE 4/14/22

Rev: September 22, 2015

***When we are selected as a finalist, at the Board's request, Securian Financial's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**



Okaloosa Board of County Commissioners

Group Dental, Basic & Voluntary Life and AD&D, Long-Term and Short-Term Disability Insurance **PROPOSAL**

April 14, 2022

RFP #: RM 31-22

Jess Grinsteinner

Ochs, Inc., A Securian Company
400 Robert Street North, Suite 1880
St. Paul, Minnesota 55101-7734
651-665-3789 • 1-800-392-7295
JGrinsteinner@ochsinc.com

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April 14, 2022

Okaloosa Board of County Commissioners
Submitted Via Vendor Registry

Re: RM 31-22 Group Dental, Basic & Voluntary Life and AD&D, Long-Term and Short-Term Disability Insurance for Okaloosa County

We are pleased to present our Life and AD&D proposal for Okaloosa Board of County Commissioners from Securian Financial Group.

Securian Financial was founded in 1880 and today provides a full range of financial products for individuals and businesses including insurance, retirement plans, and investments. We provide over 19 million people with over \$1.3 trillion of insurance protection and have over \$93.4 billion of assets under management.

We have been insuring group clients since 1917. We are the nation's third-largest writer of group life insurance in the United States. We currently have \$992 billion of group life insurance in force and \$2.34 billion of group life insurance annual premium covering 7.3 million lives.

We have extensive experience in the public sector, currently providing insurance plans for over 4,000 public employers, including 19 state governments, covering more than 3.1 million insured lives.

Proposal designed for the long run (see the Proposed Rates document for complete details)

- **Basic Life/AD&D** - A pricing structure designed for plan stability and financial viability

Plan enhancements highlights (see the Plan Enhancements document for complete details)

- Special one-time guarantee issue enrollment opportunity for employees to enroll or increase coverage by \$40,000, subject to the guarantee issue maximum of \$300,000
- Annual guarantee issue enrollment opportunity for current insureds to enroll or increase coverage by \$10,000, subject to the guarantee issue maximum of \$300,000
- Increased employee supplemental life maximum from \$500,000 to \$750,000

Thank you for your consideration. If you have any questions, please contact Jess Grinsteinner, Regional Sales Vice President, Eastern Region, JGrinsteinner@OchsInc.com, 651-302-2464 (Cell), 800-392-7295 (Office), or 651-665-3791 (Fax).

Sincerely,



Susan Munson-Regala, 2nd Vice President and Actuary
Securian Financial Group

April 14, 2022

Okaloosa Board of County Commissioners
Submitted Via Vendor Registry

Re: RM 31-22 Group Dental, Basic & Voluntary Life and AD&D, Long-Term and Short-Term Disability Insurance for Okaloosa County

We are pleased to present our Disability Insurance proposal for Okaloosa Board of County Commissioners from Ochs and Madison National Life Insurance Company, Inc.

Madison National Life was founded in 1961 and is headquartered in Madison Wisconsin. The Company is licensed in 49 states, American Samoa, the District of Columbia, Guam, and the Virgin Islands, and is an authorized reinsurer in the State of New York. Madison National Life is rated A- (Excellent) by A.M. Best.

Madison National Life insures over 1,800 school districts, cities, and counties and holds a business retention rating of 96.5%.


Madison National Life is involved in several lines of life, health and disability business for both public and private sector employers across the country including:

- Group Term Life
- Short-Term Disability
- Long-Term Disability

Proposal designed for the long run (see the Proposed Rates document for complete details)
Short Term Disability and Long Term Disability - A pricing structure designed for plan stability and financial viability

Thank you for your consideration. If you have any questions, please contact Katie Degelmann, Regional Sales Vice President, Western Region, KDegelmann@OchsInc.com, 651-303-6854 (Cell) 800-392-7295 (Office), or 651-665-3791 (Fax).

Sincerely,



Diann Thumser, Vice President, Underwriting
Madison National Life Insurance Company, Inc.

Statement of Qualifications



Life:

Our most recent A.M. Best rating is A+ (Superior), last affirmed on 12/10/21.

Securian Financial Group, Inc. is the parent company for our underwriters, Minnesota Life Insurance Company and Securian Life Insurance Company. Founded in 1880, we provide a full range of financial products for individuals and businesses including, insurance, investments, and retirement solutions. We provide more than 21 million people with nearly \$1.2 trillion of insurance protection and have over \$97.8 billion in assets under management. We are a Minnesota Corporation and are located in Saint Paul, Minnesota.

We have been insuring group clients since 1917. We currently have \$1.179 trillion of group life insurance in force and \$2.81 billion of group life insurance annual premium covering 7 million lives which includes 497 public sector clients with 2.9 million lives, and 16 state plans with 2.1 million lives. We have extensive experience in the public sector, currently providing insurance plans for over 4,000 public employers, including 19 state governments, covering more than 3.1 million insured lives.

Securian will provide the exceptional service we are consistently known for.

Ochs will be responsible for the account services of your plan. Securian and Ochs understand the importance of a strong ongoing and proactive work plan to ensure we meet your needs.

Securian has E&O insurance coverage with limits of \$5,000,000 per claim and \$5,000,000 aggregate per covered person. The policy aggregate is \$5,000,000 and is underwritten by Zurich of North America.

Disability:

Madison National Life was founded in 1961 and is a Wisconsin Corporation and is located in Madison, Wisconsin. The Company is licensed in 49 states, American Samoa, the District of Columbia, Guam, and the Virgin Islands, and is an authorized reinsurer in the State of New York. Madison National Life is rated A- (Excellent), for financial strength, by A.M. Best.

We service over 2,041 groups of which 2,009 are public sector groups with life and/or disability coverages. This represents over 684,298 covered lives. Group employer size ranges from under 50 lives to 6,000 lives. Our core products and services are health insurance, group life and disability income, employer stop-loss, specialized life and annuity products to military and government personnel and acquisitions of closed blocks of business.

At Madison National Life, we aim to help you strengthen your workforce. We are guided by this singular purpose each day. It drives the interaction with our distribution partners, group policyholders and insureds. We believe much value exists in doing business with an insurer that is very collaborative, relationship oriented, skilled at developing niche opportunities, and looks after its insureds throughout the claims process. This is Madison National Life.

While our expertise in public schools and the public sector is very deep, we are also adept at providing highly tailored group insurance solutions for the private sector.

Applicant Name: Securian Life Insurance Company

NAIC No: 93742
FEIN: 41-1412669

Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, KEVIN McCARTY, hereby certify that I am the INSURANCE COMMISSIONER of the State of
(name) (Position)*

FLORIDA and have supervision of insurance business in said State and as such I hereby certify that

Securian Life Insurance Company
(Name of Insurer)

of St. Paul, Minnesota is duly organized under the laws of said State and is authorized to
(City/State)

transact the business of (400) Life; (405) Variable Annuities; (410) Group Life and Annuities; (420)
(Line(s) of Insurance)**

Variable Life; and (450) Accident and Health insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at TALLAHASSEE, FLORIDA on this 2nd day of
October A.D. 2006.



Kevin McCarty

Signature

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

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

SECURIAN LIFE INSURANCE COMPANY

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a Life and Health Insurer Certificate of
Authority and remains subject to all
applicable laws of Florida.

Date of Issuance: July 28, 1982

No. 03-411412669



Florida
Office of
Insurance
Regulation

A handwritten signature in black ink, appearing to read "Kevin M. McCarty".

Kevin M. McCarty
Director of Insurance Regulation

MADISON NATIONAL LIFE INSURANCE COMPANY INC.

Is hereby authorized to transact insurance in the
State of Florida.

This certificate signifies that the company has
satisfied all requirements of Florida Insurance
Code for the issuance of a Life And Health Insurer
Certificate Of Authority and remains subject to the
laws of Florida.

Date of Issuance: June 26, 1984

No. 03 - 390990296



Florida
Office
of Insurance
Regulation

A handwritten signature in black ink, appearing to read "Kevin M. McCarty".

Kevin M. McCarty
Director of Insurance Regulation



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Detail by Entity Name

Foreign Profit Corporation
SECURIAN FINANCIAL GROUP, INC.

Filing Information

Document Number F10000004926
FEI/EIN Number 41-1919752
Date Filed 11/09/2010
State DE
Status ACTIVE

Principal Address

400 ROBERT ST NORTH
SAINT PAUL, MN 55101

Mailing Address

400 ROBERT ST NORTH
SAINT PAUL, MN 55101

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 04/07/2017

Address Changed: 04/07/2017

Officer/Director Detail

Name & Address

Title S

CHRISTENSEN, GARY R
400 Robert Street North
St Paul, MN 55101

Title P, CEO

HILGER, CHRISTOPHER M
400 Robert Street North
St Paul, MN 55101

Title VP

ZACCARO, WARREN J
400 Robert Street North
St Paul, MN 55101

Title CFO

ZACCARO, WARREN J
400 Robert Street North
St Paul, MN 55101

Title Asst. Secretary

JOHNSON, ERIC M
400 Robert Street North
St Paul, MN 55101

Title Treasurer

Ted, Nistler
400 Robert Street North
St Paul, MN 55101

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2020 | 01/24/2020 |
| 2021 | 03/17/2021 |
| 2022 | 01/31/2022 |

Document Images

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| 01/31/2022 -- ANNUAL REPORT | View image in PDF format |
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| 03/08/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/07/2017 -- Reg. Agent Change | View image in PDF format |
| 03/29/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/24/2016 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2015 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/13/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/07/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2011 -- ANNUAL REPORT | View image in PDF format |
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Detail by Entity Name

Foreign Profit Corporation

MADISON NATIONAL LIFE INSURANCE COMPANY, INC. OF WISCONSIN

Filing Information

Document Number 838355
FEI/EIN Number 39-0990296
Date Filed 05/04/1977
State WI
Status ACTIVE

Principal Address

1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Changed: 04/20/2018

Mailing Address

485 Madison Avenue, 14th Floor
New York, NY 10022

Changed: 04/20/2018

Registered Agent Name & Address

CHIEF FINANCIAL OFFICER
P O BOX 6200 (32314-6200)
200 E. GAINES ST
TALLAHASSEE, FL 32399-0000

Name Changed: 03/17/2003

Address Changed: 03/17/2003

Officer/Director Detail

Name & Address

Title VP

Beaty, Cathy
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Butters, Paul J.
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title Vice President/Secretary

Caldwell, Susan M.
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Di Resta, Marla
485 Madison Avenue, 14th Floor
New York, NY 10022

Title Director/President

Graber, Larry R.
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Lipari, Rachel
485 Madison Avenue, 14th Floor
New York, NY 10022

Title VP

Morandini, Mary
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Murwin, Tim
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Nisser, Loan
485 Madison Avenue, 14th Floor
New York, NY 10022

Title Director/Chief Financial Officer/
Treasurer

Schauer, Diane L.
1241 John Q. Hammonds Drive, 5th Fl.
Madison, WI 53717

Title Director

Stubbe, Robert J.
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Taylor, Daniel
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Title VP

Thumser, Diann
1241 John Q Hammons Drive, 5th Floor
Madison, WI 53717

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2019 | 03/25/2019 |
| 2020 | 05/04/2020 |
| 2021 | 04/26/2021 |

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| 01/29/2007 -- ANNUAL REPORT | View image in PDF format |
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| 03/06/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/09/1999 -- ANNUAL REPORT | View image in PDF format |
| 03/06/1998 -- ANNUAL REPORT | View image in PDF format |
| 03/10/1997 -- ANNUAL REPORT | View image in PDF format |
| 03/06/1996 -- ANNUAL REPORT | View image in PDF format |
| 05/01/1995 -- ANNUAL REPORT | View image in PDF format |



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Group Dental, Basic & Voluntary Life and AD&D,
Long-Term and Short-Term Disability Insurance for
Okaloosa County

RFP NUMBER:
RFP RM 31-22

ISSUE DATE: March 14, 2021
LAST DAY FOR QUESTIONS: March 25, 2022 3:00 P.M. CT
RFP DUE DATE & TIME: April 14, 2022 3:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions* set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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COMPANY NAME Minnesota Life Insurance Company
MAILING ADDRESS 400 Robert Street North
CITY, STATE, ZIP St. Paul, MN 55101
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 41-0417830
TELEPHONE NUMBER: 800-392-7295 EXT: FAX: 651-665-3791
EMAIL: KDegelmann@OchsInc.com on behalf of Susan Munson-Regala

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS* OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: Susan Munson-Regala TYPED Susan Munson-Regala
OR PRINTED NAME

TITLE: Vice President and Actuary DATE 4/14/22

Rev: September 22, 2015

*When we are selected as a finalist, at the Board's request, Securian Financial's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.



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RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Madison National Life Insurance Company, Inc.

MAILING ADDRESS 1241 John Q. Hammons Drive

CITY, STATE, ZIP Madison, WI 53717

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 39-0990296

TELEPHONE NUMBER: 800-392-7295 EXT: FAX: 651-665-3791

EMAIL: KDegelmann@OchsInc.com on behalf of Diann Thumser, Vice President, Underwriting

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS* OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] OR PRINTED NAME

TYPED Diann Thumser

TITLE: Vice President, Underwriting DATE 4/14/22

*When we are selected as a finalist, at the Board's request, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.

NOTICE TO RESPONDENTS
RFP RM 31-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) April 14, 2022**, for **Group Dental, Basic & Voluntary Life and AD&D, Long-Term and Short-Term Disability Insurance for Okaloosa County**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST April 14, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For information regarding this solicitation please contact:

DeRita Mason, Sr. Contracts and Lease
Coordinator
850-589-5960
dmason@myokaloosa.com

Jeff Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Mel Ponder
Chairman

REQUEST FOR PROPOSAL RFP RM 31-22
**GROUP DENTAL, BASIC AND VOLUNTARY LIFE AND AD&D,
LONG-TERM DISABILITY AND SHORT-TERM DISABILITY
INSURANCE FOR OKALOOSA COUNTY**

BACKGROUND

The Okaloosa County Board of County Commissioners is requesting competitive proposals from carriers licensed to conduct business in the State of Florida. Enrollment includes the Board of County Commissioners, Clerk of Court, Tax Collector, Property Appraiser, and Supervisor of Elections.

Okaloosa County has been enrolled with Solstice for Dental Coverage since October 1, 2020. The current plan is a fully insured Dental PPO plan. Before that, the County was with Metlife. Okaloosa County has been enrolled with Ochs for Life and Disability Coverage since October 1, 2019. Before that, the County was with The Standard. The most recent year of paid-claim reports (for dental), enrollment, and complete census are attached (see Attachment Section). The rate history and employer contributions are listed below. The plan year is October 1 through September 30. The deductible is calendar year. Current rating is two (2) tiered.

Respondents should give detailed descriptions of proposed plan designs, ACA compliance practices, HIPAA compliance practices, case management programs, disease management programs, pharmacy management programs, organ transplant services and coverage, wellness program including incentives, costcontainment programs, customer service hours of operation, online customer service options and funding options including share of profit features. Carriers are required to have an AM Best rating of A or better.

Proposers will be required to work closely with Gehring Group and Risk Management to provide renewal pricing projections during the budget process beginning in April of each year. Proposers will be required to deliver the renewal as requested to meet Board approval and enrollment deadlines.

SCOPE OF WORK

1. Okaloosa County is seeking experienced and qualified firms that demonstrate the highest level of ability to provide the following lines of coverages:
 - A. Dental PPO Coverage (Fully-Insured)
 - B. Basic Life and AD&D Coverage
 - C. Voluntary Life and AD&D Coverage
 - D. Long-Term Disability Coverage
 - E. Voluntary Long-Term Disability Coverage
 - F. Voluntary Short-Term Disability Coverage (This is a new line of coverage, there is no incumbent carrier)
2. The County is soliciting the above listed coverages, for its eligible active employees, elected officials, retirees, COBRA participants, and their eligible dependents.
3. Proposers are requested to match the current schedule of benefits as closely as possible and outline any deviations in the provided forms in this RFP.
4. The County expects proposers to provide a high level of service corresponding to the line(s) of coverage for which they are proposing at no additional cost to the County. Service standards include, but are not limited to, the following:
 - A. Attend Open Enrollment sessions to educate members on the benefits provided under the contract
 - B. Provide printed materials and collateral for distribution to members throughout the year
 - C. Provide adequate dedicated support to efficiently address and resolve coverage, eligibility and billing inquiries, provide timely renewal related information, provide reporting timely, provide expert implementation support, etc.
 - D. Ensure plan benefits and administration satisfy legislative compliance mandates, expeditiously update carrier systems accordingly, and notify policyholder and/or plan participants of changes timely
 - E. Where applicable, maintain provider networks and utilization management programs, and notify policyholder and/or plan participants of changes timely

UNDERWRITING INFORMATION:

- All rates are Net of Commission and should be quoted as such
- **Effective Date:** October 1, 2022
- **Eligibility:** Employees are eligible to participate in the County's insurance plans if they are full-time working a minimum of 30 hours per week. Coverage is effective the first of the month following 30 days of employment.
- **Rate History (Fully Insured Rates):**

| Dental DPPO | 2019 2020 | 2020 2021 | 2021 2022 |
|----------------|----------------|-----------------|-----------------|
| Carrier | MetLife | Solstice | Solstice |
| EE Only | \$26.41 | \$26.41 | \$25.62 |
| EE + Family | \$76.62 | \$76.62 | \$74.32 |

Dental Contribution Scenarios:

- ER contributes 100% of Employee Only tier

| Basic Life and AD&D | 2019 2020 | 2020 2021 | 2021 2022 |
|--------------------------------|-------------|-------------|-------------|
| Carrier | Ochs | Ochs | Ochs |
| Life Rate / \$1,000 - Actives | \$0.060 | \$0.060 | \$0.050 |
| AD&D Rate / \$1,000 - Actives | \$0.020 | \$0.020 | \$0.020 |
| Life Rate / \$1,000 - Retirees | \$0.080 | \$0.080 | \$0.070 |

Basic Life and AD&D Contribution Scenarios:

- ER contributes 100% of Actives Life and AD&D and 100% of Retiree Life

| Long Term Disability | 2019 2020 | 2020 2021 | 2021 2022 |
|----------------------|-------------|-------------|-------------|
| Carrier | Ochs | Ochs | Ochs |
| Core Plan (per EE) | \$3.80 | \$3.80 | \$3.53 |
| Buy-Up Plan (per EE) | \$6.99 | \$6.99 | \$6.49 |

Long-Term Disability Contribution Scenarios:

- ER contributes 100% of Core LTD Plan
- ER contributes 0% of Buy-Up LTD Plan

DENTAL INSURANCE RESPONSE FORM

| SCHEDULE OF BENEFITS | CURRENT DPPO | | PROPOSED | |
|--|-------------------------|-------------|------------|-------------|
| | In | Non-Network | In Network | Non-Network |
| Calendar Year Maximum | \$1,250 | | | |
| Orthodontic Lifetime Maximum | \$1,000 | | | |
| Calendar Year Deductible | | | | |
| Single | \$50 | | | |
| Family Aggregate | \$150 | | | |
| Deductible Waived for Class 1 | Yes | | | |
| Orthodontic Deductible | \$0 | | | |
| Plan Benefits | | | | |
| Class 1 – Preventive/Diagnostic | 100% | | | |
| Class 2 – Basic Services | 80% After CYD | | | |
| Class 3 – Major Services | 50% After CYD | | | |
| Class 4 – Orthodontic Treatment (Child up to Age 19) | 50% | | | |
| Complete X-Ray Frequency | 1 per 36 Months | | | |
| Number of routine cleanings per 12 months | 4 | | | |
| Implant Coverage? | Yes, covered as Class 3 | | | |
| Other | | | | |
| Please describe waiting periods | See Benefit Summary | | | |
| Out of Network Benefits are Paid at what Level: | 90 th U&C | | | |
| Endodontic & Periodontics are Covered as: | Class 2 Basic | | | |

DENTAL INSURANCE RESPONSE FORM

Please quote 2-Tiered Rates:

| DENTAL PPO PLAN MONTHLY RATES | CURRENT | PROPOSED |
|-------------------------------|---------|----------|
| Employee Only | \$25.62 | |
| Employee + Family | \$74.32 | |

BASIC LIFE AND AD&D PROPOSAL FORM

(Complete and Submit with your Proposal)

| Benefits | Current | Proposed |
|---|---|-----------------|
| Eligibility | Life: All Active EEs working at least 30 hours per week and Retirees AD&D: All Active EEs working at least 30 hours per week | |
| Basic Life Benefit: Class 1: Elected Officials including Supervisor of Elections Class 2: All other Active Employees Class 3: Retirees | Class 1 and 2: \$25,000 Class 3: \$10,000 | |
| AD&D Benefit | Class 1 and 2: \$25,000 Class 3: N/A | |
| Guaranteed Issue Amount | All basic insurance is GI | |
| Waiver of Premium | Included | |
| Accelerated Benefit | Included | |
| Conversion Privilege | Available | |
| Age Reduction Schedule (Reduced To) | 65% at age 65 50% at age 70 25% at age 75 15% at age 80 | |
| Waiver of Premium (Class 1 and 2) | Included | |
| Participation Requirement | 100% of Eligible Employees | |
| Rate Guarantee | Expires 9/30/2022 | |
| | | |
| Basic Term Life Rate Class 1 and 2 / \$1,000 | \$0.050 | |
| AD&D Rate / \$1,000 | \$0.020 | |
| Class 3 Life Rate / \$1,000 | \$0.090 | |

VOLUNTARY LIFE AND AD&D PROPOSAL FORM

(Complete and Submit with your Proposal)

| Benefits | Current | Proposed |
|--|--|----------|
| Core Benefit | | |
| Voluntary Life Insurance Available to All Eligible Employees Working 30 + hours per week | Units of \$5,000 up to the Maximum of \$500,000 | |
| Voluntary Life Insurance Available to All Eligible Spouses | Units of \$5,000 up to the Maximum of \$250,000, not to exceed 100% of EEs combined Basic and Vol Life (EE does not need to enroll in Vol Life) | |
| Voluntary Life Insurance Available to All Eligible Child(ren) | Units of \$1,000 up to the Maximum of \$20,000, not to exceed 100% of EEs combined Basic and Vol Life (EE does not need to enroll in Vol Life) A newborn is automatically covered for \$1,000 from live birth to 31 days of life at no charge | |
| Features | | |
| Guarantee Issue Employee | \$300,000 | |
| Guarantee Amount Spouse | \$50,000 | |
| Age Reduction Schedule | 65% at age 65 50% at age 70 25% at age 75 15% at age 80 | |
| Waiver of Premium Included? | Yes | |
| Portability & Conversion Included? | Yes | |
| Participation Requirement | Current Enrollment | |

| Rate Guarantee Period | Expires 9/30/2022 | |
|---------------------------------|--------------------------|--|
| EE Rates per \$1,000 | | |
| Up to Age 24 | \$0.050 | |
| Age 25 - 29 | \$0.050 | |
| Age 30 - 34 | \$0.060 | |
| Age 35 - 39 | \$0.090 | |
| Age 40 - 44 | \$0.140 | |
| Age 45 - 49 | \$0.230 | |
| Age 50 - 54 | \$0.370 | |
| Age 55 - 59 | \$0.500 | |
| Age 60 - 64 | \$0.840 | |
| Age 65 - 69 | \$0.840 | |
| Age 70 - 74 | \$0.830 | |
| Age 75 - 79 | \$1.040 | |
| Age 80 + | \$1.040 | |
| AD&D Rate | \$0.020 | |
| Child(ren) Life Benefit | \$0.090 | |
| Spouse Rates per \$1,000 | | |
| Up to Age 24 | \$0.050 | |
| Age 25 - 29 | \$0.050 | |
| Age 30 - 34 | \$0.060 | |
| Age 35 - 39 | \$0.090 | |
| Age 40 - 44 | \$0.140 | |
| Age 45 - 49 | \$0.230 | |
| Age 50 - 54 | \$0.370 | |
| Age 55 - 59 | \$0.500 | |
| Age 60 - 64 | \$0.840 | |
| Age 65 - 69 | \$0.850 | |
| Age 70 - 74 | \$0.840 | |
| Age 75 - 79 | \$1.050 | |
| Age 80 + | \$1.050 | |
| AD&D Rate | N/A | |

LONG-TERM DISABILITY PROPOSAL FORM – CORE PLAN

(Complete and Submit with your Proposal)

| Schedule of Benefits | Current | | Proposed | |
|---|--|------------------------------|----------|--|
| Eligibility | Class 1: All Eligible EEs working at least 30 hours per week electing the core plan only | | | |
| Eligibility Waiting Period | 30 calendar days | | | |
| Definition of Disability | Zero Day | | | |
| Elimination Period | 180 consecutive calendar days | | | |
| Monthly Benefit | 50% of EEs monthly earnings up to max | | | |
| Maximum Monthly Benefit | \$3,500 | | | |
| Minimum Monthly Benefit | \$100 | | | |
| Benefit Duration | Age at Disablement | Benefit Duration | | |
| | 61 or younger | Shorter of age 65 or 5 years | | |
| | 62 | 3.5 years | | |
| | 63 | 3 years | | |
| | 64 | 2.5 years | | |
| | 65 | 2 years | | |
| | 66 | 1.75 years | | |
| | 67 | 1.5 years | | |
| | 68 | 1.25 years | | |
| 69+ | 1 year | | | |
| Own Occupation Period | 24 months follow end of Elimination Period | | | |
| Return to Work Incentive | First 12 months of Disability with Work Earnings | | | |
| Pre-Existing Condition Limitation | 3/12 | | | |
| Mental Illness & Substance Abuse Limitation | 24 months lifetime unless hospital confinement | | | |
| Survivor Benefit | Included | | | |
| Waiver of Premium | Included | | | |
| EOI Required? | Required for Late Enrollees only | | | |
| Minimum Participation Requirement | 100% of Eligible EEs | | | |
| Rate Guarantee | Expires 9/30/2022 | | | |
| Rate per EE | \$3.53 | | | |

LONG-TERM DISABILITY PROPOSAL FORM – VOLUNTARY BUY-UP PLAN

(Complete and Submit with your Proposal)

| Schedule of Benefits | Current | | Proposed | |
|---|---|--|----------|--|
| Eligibility | Class 2: All Eligible EEs working at least 30 hours per week electing the buy-up plan | | | |
| Eligibility Waiting Period | 30 calendar days | | | |
| Definition of Disability | Zero Day | | | |
| Elimination Period | 180 consecutive calendar days | | | |
| Monthly Benefit | 60% of EEs monthly earnings up to max | | | |
| Maximum Monthly Benefit | \$5,000 | | | |
| Minimum Monthly Benefit | \$100 | | | |
| Benefit Duration | Age at Disablement | Benefit Duration* *To the later of SSNRA or below table | | |
| | 61 or younger | to age 65 | | |
| | 62 | 3.5 years | | |
| | 63 | 3 years | | |
| | 64 | 2.5 years | | |
| | 65 | 2 years | | |
| | 66 | 1.75 years | | |
| | 67 | 1.5 years | | |
| | 68 | 1.25 years | | |
| 69+ | 1 year | | | |
| Own Occupation Period | 24 months follow end of Elimination Period | | | |
| Return to Work Incentive | First 12 months of Disability with Work Earnings | | | |
| Pre-Existing Condition Limitation | 3/12 | | | |
| Mental Illness & Substance Abuse Limitation | 24 months lifetime unless hospital confinement | | | |
| Survivor Benefit | Included | | | |
| Waiver of Premium | Included | | | |
| EOI Required? | Required for Late Enrollees only | | | |
| Minimum Participation Requirement | 20% of Eligible EEs | | | |
| Rate Guarantee | Expires 9/30/2022 | | | |
| Rate per EE | \$6.49 | | | |

VOLUNTARY SHORT-TERM DISABILITY PROPOSAL FORM

(Complete and Submit with your Proposal)

This line is not currently covered, but please quote a 7 Day Elimination Period and a 26-week Benefit Duration

| Schedule of Benefits | Proposed |
|--|----------|
| Eligibility | |
| Eligibility Waiting Period | |
| Definition of Disability | |
| Elimination Period | |
| Weekly Benefit | |
| Maximum Weekly Benefit | |
| Minimum Weekly Benefit | |
| Benefit Duration (Includes or Excludes Elimination Period) | |
| Pre-existing Condition Limitation | |
| Return to Work Incentive | |
| Participation Requirement | |
| Rate Guarantee | |
| Please Quote Age Banded Rates | |
| Under Age 25 | |
| 25-29 | |
| 30-34 | |
| 35-39 | |
| 40-44 | |
| 45-49 | |
| 50-54 | |
| 55-59 | |
| 60-64 | |
| 65-69 | |
| 70-74 | |
| 75 & Over | |
| Please Quote a Composite per EE Rate | |

VOLUNTARY SHORT-TERM DISABILITY PROPOSAL FORM

(Complete and Submit with your Proposal)

*This line is not currently covered, but please quote a **14 Day** Elimination Period and a **26-week** Benefit Duration*

| Schedule of Benefits | Proposed |
|--|----------|
| Eligibility | |
| Eligibility Waiting Period | |
| Definition of Disability | |
| Elimination Period | |
| Weekly Benefit | |
| Maximum Weekly Benefit | |
| Minimum Weekly Benefit | |
| Benefit Duration (Includes or Excludes Elimination Period) | |
| Pre-existing Condition Limitation | |
| Return to Work Incentive | |
| Participation Requirement | |
| Rate Guarantee | |
| Please Quote Age Banded Rates | |
| Under Age 25 | |
| 25-29 | |
| 30-34 | |
| 35-39 | |
| 40-44 | |
| 45-49 | |
| 50-54 | |
| 55-59 | |
| 60-64 | |
| 65-69 | |
| 70-74 | |
| 75 & Over | |
| Please Quote a Composite per EE Rate | |

**PROPOSER
QUESTIONNAIRE**

General Information:

1. Are you willing to provide performance guarantees for implementation and servicing of your products? If so, please describe the performance guarantee programs you are proposing. Please indicate the group name, address, contact person, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.
2. Please describe your process for handling transition of care?
3. Do you utilize any “wrap” or leased networks not negotiated or owned by your organization?
 - a. If yes, what is the name of the network?
4. Do you agree to allow Retirees over and under 65 to continue coverage under the same plan at the same rate as active employees?
5. Please provide the name, title, contact information and resumé of the individual who would have direct daily account responsibility for the employee benefits program(s) you are proposing. If more than one person will be filling this role, please respond with complete information for all.
6. What is your company’s current A. M. Best, Moody’s and Standard and Poor’s ratings?
7. What is your account service team’s average response time to client requests or questions?
8. Describe any other services provided by your firm that will support employee benefit initiatives.
9. Describe any available benchmarking tools you can provide.
10. Does your company help facilitate annual open enrollment? i.e. Onsite meetings, Educational materials, printed materials at no cost?
11. Please confirm you can waive the requirement for a binder check at time of application submission.
12. Describe any prior or pending litigation, debarment action, performance improvement plan, sanctions,
etc. either civil or criminal involving a government agency or the private sector which may affect the performance of the services to be rendered herein, in which the Proposer or any of its employees or subcontractors or sub consultants is or has been involved within the last 3 years. If so, please explain.

Electronic Enrollment:

13. Does your company (or third-party) process electronic eligibility files via automation or are manual steps necessary? If manual steps are required to process files, please explain this process and impact on processing time.

14. Does your company outsource the processing of electronic eligibility to a third-party? If so, please provide company name.
15. Please specify if your company (or third-party) accepts the HIPAA 834 5010 file layout as well as all other file layouts accepted for automated enrollment. Please provide applicable coding supplements and other applicable file specification documents.
16. What is your company's (or third-party's) standard processing time for electronic eligibility to be updated in all applicable internal systems (eligibility/claims/billing/etc.)? If time varies, please specify for each system.
17. Will your company (or third-party) provide confirmation notification to the group when files are processed? Please provide details related to this notification process (email, requirement of group log into company website, etc.)
18. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of an established group with your company.
19. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of a new group with your company.
20. Please provide set-up time needed for changes to file structure, plans, funding strategy, platform changes for an established group with your company. What alternative options does your company provide to receive enrollment should these changes cause delay in set-up of the EDI process?
21. Please provide file testing time frame (in days) for initial set-up and structure changes.
22. Please provide the standard time frame required to process files, generate, and mail member ID cards. What options does the group have if ID card delivery is delayed beyond the plan effective date?

Data & Reports:

23. Please specify if your firm is SSAE 16 / SOC / SAS certified.
24. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.
25. How often are claim audits conducted and what percentage of claims are audited? If you use a third party to audit claims, please disclose the name of auditor.
26. How do you identify fraudulent claims and how will you notify the Okaloosa County BOCC's Office?

27. Describe the process for identifying and paying claims which may be subrogation claims.
28. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?
29. Will there be online access for claim reports?

References/Other:

30. Please provide a listing of at least three (3) references with a minimum of 800 employees for whom you provide insurance coverage for the program(s) you are proposing. Include the group name, contact name, title and phone number.
31. Describe any other facets of your company and its experience which are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Renewal Planning & Additional Fees:

32. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 90 days prior to the renewal date?
33. Will you recruit a specific provider per Okaloosa County BOCC request?
34. Are any of the rates you proposed contingent on any additional information? If so, please disclose.
35. Is your proposal contingent upon receiving updated claim reporting? If yes, through what time frame?
36. Would you allow a grace period of 45 days for payment of an invoice?
37. What additional services are available and the cost?

Dental:

38. PLEASE PROVIDE THE SBCs FOR THE PROPOSED DENTAL PLAN

39. Dental proposers must provide a Geo Access report that illustrates the number of:
 - a. General Dentists – 2 within 10 miles.
 - b. Specialty Dentists – 1 provider within 10 miles
 - c. Orthodontists – 2 providers within 10 miles.
40. The report format should include a breakdown by employee city of residence with the number of employees in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.
41. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on dental?

42. Is there a missing tooth clause provision included in your proposal?
43. How does the proposed plan treat coverage for composite resin (non-amalgam) fillings on molar teeth?
44. Does the proposed plan include coverage for implants? If so, what tier would implants be categorized.
45. Please confirm dependent child(ren) eligibility.
46. Please provide a dental disruption report for the attached provider list.
47. Would you be agreeable to self-billing for dental?

Life and Disability:

48. If awarded the voluntary life insurance contract, confirm that you will grandfather current coverage amounts for employees and dependents?
49. Will there be a “true” open enrollment period each year?
50. Do you have the option of online Evidence of Insurability forms?
51. Please confirm if voluntary dependent life rates are bundled with AD&D rate?
52. Are voluntary life spouse rates based on employee age or spouse?
53. Confirm you will provide a list bill on a monthly basis for life and disability coverages?
54. Confirm proposed dependent child age?
55. Does your voluntary life proposal allow an employee to purchase dependent life without purchasing coverage on themselves?
56. Does your voluntary life proposal allow an employee to purchase voluntary AD&D without purchasing voluntary life?
57. Does your voluntary life proposal allow a dependent to purchase voluntary AD&D without purchasing voluntary life?

ATTACHMENTS

ATTACHMENT 1 DENTAL PLAN SUMMARY PPO

ATTACHMENT 2 DENTAL CLAIMS EXPERIENCE

ATTACHMENT 3 DENTAL PROVIDER DISRUPTION REPORT

ATTACHMENT 4 BASIC AND VOLUNTARY LIFE AND AD&D COC

ATTACHMENT 5 BASIC AND VOLUNTARY LIFE AND AD&D AMENDMENT

ATTACHMENT 6 LONG-TERM DISABILITY COC CORE PLAN

ATTACHMENT 7 LONG-TERM DISABILITY COC BUY-UP PLAN

ATTACHMENT 8 EMPLOYEE CENSUS (EXCEL FORMAT)

Length of Contract and Renewals:

The intent of this RFP is to establish a contract for a period of one (1) year beginning October 1, 2022 and ending September 30, 2023. The agreement may be renewed for up to four (4) one (1) year renewals

Proposal Preparation Instructions

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFP and contain no more than 40 pages, #12 font minimum. The 40 page maximum excludes the cover, table of contents, and copies of required forms.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top ranked firms.

The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Selection Review Committee's recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification

will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFP shall be submitted in the format described below:

Letter of Interest shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.

Contracts will be awarded to an Agency, or multiple Agencies whom are responsive, and responsible bidders meeting the specifications, terms and conditions and is determined to be the most advantageous to the County. Evaluation of proposals shall be based on the evaluation factors set forth below and any other relevant information obtained through the evaluation process.

- **Summary of Qualifications: (maximum 5 x 4 = maximum 20 points)**
 - Provide a brief discussion about Proposer's business history and current purpose/function in the marketplace.
 - Indicate the company's background in providing these services to government entities with 500+ employees currently operating in Florida.
 - Demonstrate compliance with Minimum Proposer Qualifications
 - Provide responses to Questionnaire

- **Technical Proposal: (maximum 5 x 4 = maximum 20 points)**
 - Offeror's business plan to meet the technical requirements of the Request for Proposal shall be included in this section.
 - Demonstrate compliance with Minimum Proposer Qualifications
 - Provide responses to the Questionnaire for the following sections
 - Enrollment & Implementation Technology
 - Data and Reports,
 - Implementation and Billing
 - Renewal Planning and Additional Fees
 - Any deviations from scope of work requirements will be discussed in this section.

- **Plan Design: (maximum 5 x 4 = maximum 20 points)**
 - Provide responses to the Questionnaire Plan Design
 - Provide responses to the Plan Response Forms

- **Network: (maximum 5 x 4 = maximum 20 points)**
 - Provide responses to the Network Questionnaire
 - Provide a disruption report utilizing the Provider Utilization report

- **Proposed Cost: (maximum 10 points)**

Business Credentials and Other – Provide sufficient information to demonstrate legal authority to do business in the state of the firm along with the credentials of any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel, along with Florida licensing/registration qualifications for any sub-consultants. Copies of all completed forms required by this RFP are included in this section.

Procurement Scheduled (ANTICIPATED)

| | |
|------------------------------------|--------------------------|
| RFP Advertised & Posted on Website | March 14, 2022 |
| Deadline for Questions | March 25, 2022 3:00 P.M. |
| Answers to Question by County | April 1, 2022 |
| RFP Response Due Date | April 14, 2022 3:00 P.M. |
| Review Committee Meeting | May 4, 2022 |
| Oral Presentations *if needed | Week of May 9, 2022 |
| Recommend Award via ITA | May 13, 2022 |
| Contract Negotiations | Week of May 23, 2022 |
| Finalize/Execute Agreement by BOCC | June 21, 2022 |

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|--------------------------|--|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

1. **PRE-PROPOSAL ACTIVITY -**

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall submitted electronically All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

SUBMITTAL OF PROPOSAL –

All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

4. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

5. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

6. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program or if the agencies are tied and also have drug free workplace policies.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **PROPOSAL PRICE** – The proposal price shall include all advertising, on-boarding costs, pre-hire screenings, equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
10. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
11. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
12. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

13. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award. The County reserves the right to award multiple contracts from this solicitation.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 14. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #. All invoices shall be sent to the department which requested the temporary staffing.
- 15. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of

its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

18. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

22. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

23. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, or replies received by the County pursuant to a competitive solicitation are exempt from

public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.

24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.

28. **AUDIT** - If required, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. **The following documents are to be submitted with the proposal packet:**
 - A. Drug-Free Workplace Certification
 - B. Conflict of Interest Disclosure Form
 - C. Federal E-Verify Compliance Certification
 - D. Cone of Silence
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Certification Regarding Lobbying
 - I. Government-wide Debarment, Suspension
 - J. System of Award
 - K. Vendors on Scrutinized List
 - L. Grant Funded Clauses
 - M. References
 - N. Certificate of Good Standing State of Florida-see number 32

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. **Reserve the right to** impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 4/14/22 SIGNATURE: _____

COMPANY: Minnesota Life Insurance Company NAME: Susan Munson-Regala
(Typed or Printed)

ADDRESS: 400 Robert Street North TITLE: Vice President and Actuary
St. Paul, MN 55101

PHONE NO. 800-392-7295 E-MAIL: KDegelmann@OchsInc.com on
behalf of Susan Munson-Regala

DRUG-FREE WORKPLACE CERTIFICATION

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3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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DATE: 4/14/22

SIGNATURE: 

COMPANY: Minnesota Life Insurance Company

NAME: Susan Munson-Regala

(Typed or Printed)

ADDRESS: 400 Robert Street North
St. Paul, MN 55101

TITLE: Vice President and Actuary

PHONE NO. 800-392-7295

E-MAIL: KDegelmann@OchsInc.com on
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3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 4/14/22

SIGNATURE: 

COMPANY: Madison National Life Insurance Company, Inc.

NAME: Diann Thumser
(Typed or Printed)

ADDRESS: 1241 John Q. Hammons Drive
Madison, WI 53717

TITLE: Vice President, Underwriting

PHONE NO. 800-392-7295

E-MAIL: KDegelmann@OchsInc.com on behalf
of Diann Thumser

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: **X - to the best of our knowledge and belief**

NAME(S)

POSITION(S)

FIRM NAME: **Minnesota Life Insurance Company**

BY (PRINTED): **Susan Munson-Regala**

BY (SIGNATURE): 

TITLE: **Vice President and Actuary**

ADDRESS: **400 Robert Street North St. Paul, MN 55101**

PHONE NO.: **800-392-7295**

E-MAIL : **KDegelmann@OchsInc.com on behalf of Susan Munson-Regala**

DATE: **4/14/22**

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: **X**

NAME(S)

POSITION(S)

FIRM NAME: **Madison National Life Insurance Company, Inc.**

BY (PRINTED): **Diann Thumser**

BY (SIGNATURE): 

TITLE: **Vice President, Underwriting**

ADDRESS: **1241 John Q. Hammons Drive Madison, WI 53717**

PHONE NO.: **800-392-7295**

E-MAIL : **KDegelmann@OchsInc.com for Diann Thumser**

DATE: **4/14/22**

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 4/14/22 SIGNATURE: *Susan Munson-Regala*
COMPANY: Minnesota Life Insurance Company NAME: Susan Munson-Regala
(Typed or Printed)
ADDRESS: 400 Robert Street North
St. Paul, MN 55101 TITLE: Vice President and Actuary
E-MAIL: KDegelmann@OchsInc.com on
behalf of Susan Munson-Regala
PHONE NO. 800-392-7295

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 4/14/22 SIGNATURE: 

COMPANY: Madison National Life Insurance Company, Inc. NAME: Diann Thumser

ADDRESS: 1241 John Q. Hammons Drive TITLE: Vice President, Underwriting
Madison, WI 53717

E-MAIL: KDegelmann@OchsInc.com on behalf of Diann Thumser

PHONE NO.: 800-392-7295

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I *Susan Munson-Regala* representing **Minnesota Life Insurance Company**
Signature Company Name
Susan Munson-Regala, Vice President and Actuary

On this **14th** day of **April** 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

CONE OF SILENCE

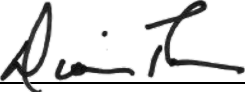
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

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Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing **Madison National Life Insurance Company, Inc.**
Signature Company Name

Diann Thumser, Vice President, Underwriting

On this 14th day of April 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Minnesota Life Insurance Company

Respondent's Company Name

Susan Munson-Regala

Authorized Signature – Manual

400 Robert Street North St. Paul, MN 55101

Physical Address

Susan Munson-Regala

Authorized Signature – Typed

Mailing Address

Vice President and Actuary

Title

800-392-7295

Phone Number

651-665-3791

FAX Number

651-303-6854

Cellular Number

800-392-7295

After-Hours Number(s)

4/14/22

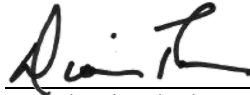
Date

INDEMNIFICATION AND HOLD HARMLESS

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Madison National Life Insurance Company, Inc.

Respondent's Company Name



Authorized Signature – Manual

1241 John Q. Hammons Drive Madison, WI 53717 **Diann Thumser**

Physical Address

Authorized Signature – Typed

1241 John Q. Hammons Drive Madison, WI 53717 **Vice President, Underwriting**

Mailing Address

Title

800-392-7295

Phone Number

651-665-3791

FAX Number

651-303-6854

Cellular Number

800-392-7295

After-Hours Number(s)

4/14/22

Date

COMPANY DATA

Respondent's Company Name: **Securian Life Insurance Company**

Physical Address & Phone #: **400 Robert Street North**
St. Paul, MN 55101
800-392-7295

Contact Person (Typed-Printed): **Jess Grinsteiner**

Phone #: **800-392-7295**

Cell #: **651-302-2464 (Cell)**

Email: **JGrinsteiner@OchsInc.com**

Federal ID or SS #: **41-1412669**

DUNS¹ #: **965521300**

Respondent's License #: **03-411412669**

Fax #: **651-665-3791**

Emergency #'s After Hours,
Weekends & Holidays: **800-392-7295**

***THE EMAIL ADDRESS INFORMATION PROVIDED WILL BE USED FOR AWARD/NON-
AWARD NOTIFICATION***

COMPANY DATA

Respondent's Company Name: **Madison National Life Insurance Company, Inc.**

Physical Address & Phone #:

1241 John Q. Hammons Drive

Madison, WI 53717

800-392-7295

Contact Person (Typed-Printed): **Jess Grinsteinner**

Phone #: **800-392-7295**

Cell #: **651-302-2464 (Cell)**

Email: **JGrinsteinner@OchsInc.com**

Federal ID or SS #: **39-0990296**

DUNS¹ #: **Not Obtained**

Respondent's License #: **03-390990296**

Fax #: **651-665-3791**

Emergency #'s After Hours,
Weekends & Holidays: **800-392-7295**

THE EMAIL ADDRESS INFORMATION PROVIDED WILL BE USED FOR AWARD/NON-AWARD NOTIFICATION

LOBBYING - 31 U.S.C. 1352, , 49 CFR Part 20, 6 CFR Part 9, 31 CFR Part 21

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

*The Contractor, **Minnesota Life Insurance Company**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.*



Signature of Contractor's Authorized Official

Susan Munson-Regala, Vice President and Actuary

Name and Title of Contractor's Authorized Official

4/14/22

Date

LOBBYING - 31 U.S.C. 1352, , 49 CFR Part 20, 6 CFR Part 9, 31 CFR Part 21

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

*The Contractor, **Madison National Life Insurance Company, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.*



Signature of Contractor's Authorized Official

Diann Thumser, Vice President, Underwriting Name and Title of Contractor's Authorized Official

4/14/22 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

**Susan Munson-Regala, Vice President
and Actuary**

Susan Munson-Regala

Signature

4/14/22

Date

For Minnesota Life Insurance Company

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

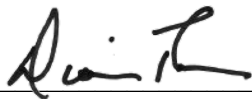
Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
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2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative **Diann Thumser, Vice President, Underwriting**



Signature

4/14/22

Date

For Madison National Life Insurance Company, Inc.

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: **Minnesota Life Insurance Company**

Entity Address: **400 Robert Street North St. Paul, MN 55101**

Duns Number: **006963375**

CAGE Code: **IDLH5**

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

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(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: **Madison National Life Insurance Company, Inc.**

Entity Address: **1241 John Q. Hammons Drive Madison, WI 53717**

Duns Number: **Not Applied for.**

CAGE Code: _____

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 4/14/22

SIGNATURE: 

COMPANY: Minnesota Life Insurance Company

NAME: Susan Munson-Regala
(Typed or Printed)

ADDRESS: 400 Robert Street North
St. Paul, MN 55101

TITLE: Vice President and Actuary

PHONE NO. 800-392-7295

E-MAIL: KDegelmann@OchsInc.com on
behalf of Susan Munson-Regala

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 4/14/22

SIGNATURE: 

COMPANY: Madison National Life Insurance Company, Inc.

NAME: Diann Thumser

ADDRESS: 1241 John Q. Hammons Drive
Madison, WI 53717

TITLE: Vice President, Underwriting

E-MAIL: KDegelmann@OchsInc.com on behalf of Diann Thumser, Vice President, Underwriting

PHONE NO.: 800-392-7295

Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

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Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in

default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further

details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.


Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The **Susan Munson-Regala, Vice President and Actuary** on behalf of **Securian Life Insurance Company** the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 4/14/22

SIGNATURE: 

COMPANY: Minnesota Life Insurance Company

NAME: Susan Munson-Regala
(Typed or Printed)

ADDRESS: 400 Robert Street North
St. Paul, MN 55101

TITLE: Vice President and Actuary

PHONE NO. 800-392-7295

E-MAIL: KDegelmann@OchsInc.com on
behalf of Susan Munson-Regala

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Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in

default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further

details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The **Diann Thumser, Vice President, Underwriting**
on behalf of **Madison National Life Insurance Company, Inc.** the *proposer* is authorized to
sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and
has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: **4/14/22**

SIGNATURE:  _____

COMPANY: **Madison National Life Insurance Company, Inc.**

NAME: **Diann Thumser**

ADDRESS: **1241 John Q. Hammons Drive
Madison, WI 53717**

TITLE: **Vice President, Underwriting**

E-MAIL: **KDegelmann@OchsInc.com on
behalf of Diann Thumser**

PHONE NO.: **800-392-7295**

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

This form does not apply to the proposed Life and Disability Insurance.

Title VI Clauses for Compliance with Nondiscrimination Requirements
Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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 Nondiscrimination Acts and Authorities, 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 contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation 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 Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may

direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);
- 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 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination 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, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of

limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in

accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-
-

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 4/14/22

SIGNATURE: *Susan Munson-Regala*

COMPANY: Minnesota Life Insurance Company

NAME: Susan Munson-Regala
(Typed or Printed)

ADDRESS: 400 Robert Street North
St. Paul, MN 55101

TITLE: Vice President and Actuary

PHONE NO. 800-392-7295

E-MAIL: KDegelmann@OchsInc.com on
behalf of Susan Munson-Regala

Title VI Clauses for Compliance with Nondiscrimination Requirements
Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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 Nondiscrimination Acts and Authorities, 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 contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation 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 Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may

direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);
- 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 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination 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, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of



Annual Enrollment Solutions

Experience the value of a virtual enrollment

We have enhanced and adapted our annual enrollment tools and resources to empower employers with what they need to host a successful virtual enrollment. Noted below are options available through Ochs and our carrier partners. Additionally, 1-on-1 phone support is always available!

Phone Support:
651-665-3789
1-800-392-7295

Ochs provides a dedicated customer service team for your employees to ask questions about their group benefit selections during annual enrollment and year-round. Our phone lines are open M-F beginning at 8 a.m. CT. Or feel free to email: ochs@ochsinc.com.

| Choose the Options below that work best for you | | |
|---|-----------------------------------|--|
| 1. | Plan Summaries | Electronic, customized benefit plan flyers for employees. |
| | Electronic Forms | |
| 3. | | Ready-to-use and easy-to-read electronic informative handouts for employees. |
| | | High-level educational videos for a better understanding of employee benefits and the value-added resources and services available. |
| 5. | Needs Calculators | Planning tools designed to help employees determine the appropriate level of insurance. |
| 6. | Trinkets and Raffle Items | Giveaway items are available for employees, when requested. |
| 7. | PowerPoint Presentations | Plan specific presentation overview for your benefit plan options available through Ochs to help employees get the most out of their benefits. |
| 8. | Administrative Platform Resources | We can discuss options with you to add our plan materials to your administrative platform. |
| 9. | Benefit Fair Attendance | We are happy to visit with you to determine the need and if it is appropriate for us to attend onsite events. |

CONTACT OCHS

651-665-3789 • 1-800-392-7295 • ochs@ochsinc.com

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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in

accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

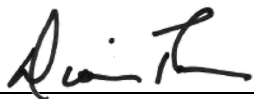
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-
-

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 4/14/22

SIGNATURE: 

COMPANY: Madison National Life Insurance Company, Inc.

NAME: Diann Thumser

ADDRESS: 1241 John Q. Hammons Drive
Madison, WI 53717

TITLE: Vice President, Underwriting

E-MAIL: KDegelmann@OchsInc.com on behalf of Diann Thumser, Vice President, Underwriting

PHONE NO.: 800-392-7295

PLAN ENHANCEMENTS



As your incumbent carrier, we know how valuable employee benefits are to you and your employees. In support of this, we have committed to matching your current plan exactly. In addition to matching the current plan design, we have identified several plan enhancements to enrich your life insurance program. We offer the life insurance enhancements at no additional cost beyond the premium paid. You have the flexibility to choose any, or all, of the following enhancements:

Special Guaranteed Issue Enrollment Opportunity for Active Employees

In an attempt to increase supplemental life participation, we are offering a special one-time guaranteed issue enrollment opportunity. Active employees may elect or increase coverage by \$40,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.

Special Guaranteed Issue Enrollment Opportunity for Current Insureds

In an attempt to increase supplemental life participation, we are offering an annual guaranteed issue enrollment opportunity. Current insureds of employee supplemental life may increase coverage by \$10,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.

Increased Supplemental Life Maximum for Employee

We propose increasing the supplemental life maximum from \$500,000 to \$750,000 to help keep pace with increasing salaries and insurance needs.

Performance Guarantees

Our proposal includes performance guarantees. Please see the attached Life – Performance Guarantees document for more information.



Okaloosa County Board of County Commissioners

**Group Short Term Disability Insurance
PLAN DESIGN**

Date: April 14, 2022
Presented by: Ochs, Inc., A Securian Financial Company
Underwritten by: Madison National Life Insurance Company, Inc.

PLAN DETAILS

Group Short Term Disability (STD) Insurance

| Summary | Definition |
|--------------------------|----------------------------------|
| Effective Date | October 01, 2022 |
| Class Definitions | Class 01: All Eligible Employees |
| Eligibility Requirements | 30 hours per week |
| Funding | 0% Employer Paid |

SHORT TERM DISABILITY

Plan Design Description

| Summary | Definition |
|---|--|
| Weekly STD Benefit | 60% |
| Guarantee Issue | \$1,500 |
| Evidence of Insurability | Required for late enrollees, benefit increases, or coverage in excess of the Guarantee Issue amount. |
| Maximum Weekly Benefit | \$1,500 |
| Minimum Weekly Benefit | \$25 |
| Injury Elimination Period | Option 1: 7 days Option 2: 14 days |
| Physical Disease Elimination Period | Option 1: 7 days Option 2: 14 days |
| 24 Hour Coverage | No; Non-Occupational Only |
| Benefit Payment Period | Option 1: Commencing at the end of the Elimination Period and continuing for the lesser of 25 weeks or until LTD Benefits become payable Option 2: Commencing at the end of the Elimination Period and continuing for the lesser of 24 weeks or until LTD Benefits become payable |
| Definition of Disability | Total |
| Own Occupation Period | Duration of Benefits |
| Recurrent Disability | 2 weeks |
| Calculation Method | Direct |
| Freeze | General Freeze |
| Other Income Integration | Social Security – Full Family Sick Pay – Direct Offset Employer’s Retirement Plan – Direct Offset Worker’s Compensation – Direct Offset |
| Pre-Existing Condition Exclusion | 3 months/12 months |
| Mental Disorder, Substance Abuse, Special Conditions | Covered Same as any Physical Disease |
| Leaves and Sabbaticals | FMLA |
| Minimum Participation | 25% |

SERVICES INCLUDED

Flexible Billing

Self-bill and list-bill options are available. Payments can be made on a monthly basis by multiplying the total covered payroll for the month by the rate indicated on this proposal.

Claims Management

Madison National Life Insurance Company, Inc. (MNL) understands that a disability may not only be stressful for an Employee and his or her family, but also for the Employer. So, even though it's not part of an insurance policy, we believe part of our job is to reduce the stress associated with a disabling illness or injury. In coordination with our carrier partners, we employ the following methods for handling claims and assisting a successful return-to-work.

- › One point of contact – most groups assigned one claim specialist
- › Expedited answers – most calls returned in 24 hours or less
- › Rehabilitation intervention – vocational and site-modification programs
- › Patient advocacy – helps restore patient's outlook and manage disability
- › Social Security application assistance
- › Contact with claimant at certain milestones depending upon physical disease or injury

Claim payment method

School groups may choose to have benefits paid on a daily compensation basis. If elected, teachers and other "contract day" Employees will have their annual pay divided by the number of contract working days to determine a daily benefit. For "non-contract day" Employees, the claimant's annual pay will be divided by the number of months which is closest to his or her actual work year.

FICA Tax Administration

MNL will pay the Employer's portion of FICA withholding and release the Employer from 941 and W-2 reporting requirements. MNL will invoice the Employer for reimbursement of the FICA tax expenses.

KEY DEFINITIONS AND PROVISIONS

Employee Eligibility

To be eligible for insurance, the Candidate must be an Employee who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. The Candidate must be a citizen or legal resident of the United States or Canada and must reside in the United States or Canada. The Candidate must be Actively at Work and capable of sustained Active Work on the effective date of their coverage and must be meeting the Hourly Work Requirement. The Candidate cannot be a full-time member of the armed forces of any country, leased Employee or independent contractor and must satisfy their Waiting Period.

When STD Benefits End

An Insured Person's STD Benefits end automatically on the earliest of the following:

- › The date the insured person is no longer Disabled;
- › The date the insured person Maximum Benefit Period ends;
- › The date that group long term disability benefits become payable to the insured person;
- › The date the insured person dies;
- › The date the insured person becomes eligible for coverage under any other group STD plan obtained through employment;
- › The date the insured person fails to provide satisfactory objective medical evidence of continued Disability;
- › The date the insured person fails to comply with the Insurer's request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of the Insurer's choice;
- › The date the insured person refuses to accept an accommodated position, offered by the Employer, which the insured person is able to perform, whether it is in the their Own Occupation or Any Occupation;
- › The date at which the insured person has resided outside of the United States or Canada for 6 months;
- › The date that the insured person is confined in a penal or correctional institution or under house arrest;
- › The date that the insured person fails to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds.

Income That Reduces Disability Payments

Disability income from the Social Security Administration, any Employer Retirement Plan and other deductible sources of income will be deducted from the insured's income for purposes of calculating benefits unless otherwise stated in the Plan Details section of this proposal. After the first deduction for Social Security benefits, the monthly benefit will not be further reduced due to any cost of living increase payable under Social Security benefits.

If the insured is eligible for Social Security Disability benefits, but chooses instead to receive Social Security Retirement benefits, this plan will estimate the amount of the eligible Social Security Disability benefit and reduce the gross LTD benefit with the estimated amount.

Income That Does Not Reduce Disability Payments

This policy will not deduct individual disability insurance benefits, accelerated benefits under a life insurance policy, group credit or mortgage disability insurance benefits, or deferred compensation from the insured's income for the purpose of calculating benefits. Also, the insured's benefit payments will not be reduced by income earned through an occupation held in addition to the own occupation prior to becoming disabled, unless that income exceeds the amount earned immediately prior to disablement.

Termination provisions

The Insurer may terminate coverage as follows:

- › If a premium payment is not received by the due date or grace period.
- › If the number of people insured is less than the minimum participation number or percentage.
- › If the Employer fails to promptly furnish any requested information or fails to perform any other obligations relating to the group policy.
- › By giving the Employer at least 60 days advance written notice or on the date that the Employer breaches any part of the contract.

The Employer may terminate coverage under the group policy by giving the insurer at least 31 days written notice. The effective date of termination will be the date stated in the notice or the next payment due date, whichever date is later.

An Insured Person's Insurance, Subject to the When Your Insurance Ends provision found within the Certificate, will cease on the earliest of the following to occur:

- › the date the Employer's coverage under the Group Policy terminates;
- › the date the insured person ceases to be an Eligible Person;
- › the date that premium payment is not paid when required;
- › the insured person's Retirement Date.

Changes in Premium Rates

Premium rates will not be changed during the initial rate guarantee period except if any of the following occur:

- › A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
- › Factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to an Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification change significantly.
- › The premium contribution arrangement for insured Employees is changed or varies from that provided for under the Group Policy when issued or last renewed.
- › Plan design changes are requested by the Employer.
- › The Insurer and the Employer mutually agree to change premium rates.

Definition of Disability

During the Elimination Period and the Benefit Payment Period, Disability and Disabled means the Insured is, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, unable to perform a majority of the Material Duties of their Own Occupation.

Exclusions

Disabilities which are caused by or which the following contributed to are not insured by this plan:

- › War or any act of war, declared or undeclared
- › Active participation in a violent disorder or riot
- › Commission of, or attempt to commit, any crime or while engaging in an illegal activity
- › Intentionally self-inflicted injury or attempted suicide
- › During military leave in the armed forces of any state or country, or while imprisoned
- › Occupational Disability. Insureds are not covered for a disability arising out of or in the course of any employment for wage or profit. Insured is not covered for any Disability for which Worker's Compensation benefits are payable.

Pre-Existing Conditions

The Insured is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless they have been continuously insured under the Group

BASIC LIFE AND AD&D PROPOSAL FORM

(Complete and Submit with your Proposal)

| Benefits | Current | Proposed |
|---|---|----------------------|
| Eligibility | Life: All Active EEs working at least 30 hours per week and Retirees AD&D: All Active EEs working at least 30 hours per week | Match current |
| Basic Life Benefit: Class 1: Elected Officials including Supervisor of Elections Class 2: All other Active Employees Class 3: Retirees | Class 1 and 2: \$25,000 Class 3: \$10,000 | Match current |
| AD&D Benefit | Class 1 and 2: \$25,000 Class 3: N/A | Match current |
| Guaranteed Issue Amount | All basic insurance is GI | Match current |
| Waiver of Premium | Included | Match current |
| Accelerated Benefit | Included | Match current |
| Conversion Privilege | Available | Match current |
| Age Reduction Schedule (Reduced To) | 65% at age 65 50% at age 70 25% at age 75 15% at age 80 | Match current |
| Waiver of Premium (Class 1 and 2) | Included | Match current |
| Participation Requirement | 100% of Eligible Employees | Match current |
| Rate Guarantee | Expires 9/30/2022 | Three years |
| Basic Term Life Rate Class 1 and 2 / \$1,000 | \$0.050 | \$0.050 |
| AD&D Rate / \$1,000 | \$0.020 | \$0.020 |
| Class 3 Life Rate / \$1,000 | \$0.090 | \$0.090 |

Policy for at least 12 months and has been Actively at Work for at least one full day after the end of that 12 months.

If the Insured is not covered for a Disability because of the Pre-existing Condition exclusion for their current STD insurance, they are not covered for that same Disability for any STD insurance increase because of an Eligible Class or Group Policy change.

Pre-existing Condition means a mental or physical condition whether or not diagnosed or misdiagnosed for which the Insured has consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 3 months period just before the effective date of the Insured's insurance under the Group Policy or the effective date of the STD insurance increase.

Limitations

Foreign Residency. Payment of STD Benefits is limited to 6 months for each period of continuous Disability while the Insured resides outside of the United States or Canada.

Payment Limit. In no event will the STD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event the Insured's STD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the STD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings, subject to the Minimum Monthly Benefit.

Proposal Issue Date: April 14, 2022

Proposal Terms and Conditions

- › This proposal is valid for 90 days from the proposal issue date, after which time the insurer reserves the right to revise benefits or rates.
- › We relied on information provided within the initial RFP and subsequent information after the RFP release to develop our proposal. If any information was incorrect or incomplete, we reserve the right to review or adjust rates.
- › Our rates are firm, as long as the enrollment census does not vary by more than 10% from the quoted census (in regards to lives and covered volume). We reserve the right to re-rate if the enrollment census varies more than 10%.

This proposal is not the insurance contract. It is only a brief description of your insurance to assist in your decision to elect this insurance. Complete details including all benefits, exclusions, and limitations will be contained in the Certificate of Insurance which will be issued by your Employer at a later date.

VOLUNTARY LIFE AND AD&D PROPOSAL FORM

(Complete and Submit with your Proposal)

| Benefits | Current | Proposed |
|--|--|--|
| Core Benefit | | |
| Voluntary Life Insurance Available to All Eligible Employees Working 30 + hours per week | Units of \$5,000 up to the Maximum of \$500,000 | Maximum of \$750,000 |
| Voluntary Life Insurance Available to All Eligible Spouses | Units of \$5,000 up to the Maximum of \$250,000, not to exceed 100% of EEs combined Basic and Vol Life (EE does not need to enroll in Vol Life) | Match current |
| Voluntary Life Insurance Available to All Eligible Child(ren) | Units of \$1,000 up to the Maximum of \$20,000, not to exceed 100% of EEs combined Basic and Vol Life (EE does not need to enroll in Vol Life) A newborn is automatically covered for \$1,000 from live birth to 31 days of life at no charge | Match current |
| Features | | |
| Guarantee Issue Employee | \$300,000 | Match current |
| Guarantee Amount Spouse | \$50,000 | Match current |
| Age Reduction Schedule | 65% at age 65 50% at age 70 25% at age 75 15% at age 80 | No age reductions for supplemental life (Match current) |
| Waiver of Premium Included? | Yes | Match current |
| Portability & Conversion Included? | Yes | Match current |
| Participation Requirement | Current Enrollment | No minimum participation requirement (match current) |

| Rate Guarantee Period | Expires 9/30/2022 | |
|------------------------------|--------------------------|--|
| EE Rates per \$1,000 | | |
| Up to Age 24 | \$0.050 | \$0.050 |
| Age 25 - 29 | \$0.050 | \$0.050 |
| Age 30 - 34 | \$0.060 | \$0.060 |
| Age 35 - 39 | \$0.090 | \$0.090 |
| Age 40 - 44 | \$0.140 | \$0.140 |
| Age 45 - 49 | \$0.230 | \$0.230 |
| Age 50 - 54 | \$0.370 | \$0.370 |
| Age 55 - 59 | \$0.500 | \$0.500 |
| Age 60 - 64 | \$0.840 | \$0.840 |
| Age 65 - 69 | \$0.840 | \$0.840 |
| Age 70 - 74 | \$0.830 | \$0.830 |
| Age 75 - 79 | \$1.040 | 75 - \$1.040 76 - \$4.660 77- \$5.000 78- \$5.340 |

| | | |
|---------------------------------|---------|--|
| | | 79- \$5.680 |
| Age 80 + | \$1.040 | 80- \$6.020 81- \$6.260 82- \$6.510 83- \$6.770 84- \$7.040 85- \$7.320 86- \$7.610 87- \$7.910 88- \$8.230 89- \$8.560 90+ - \$8.900 |
| AD&D Rate | \$0.020 | \$0.020 |
| Child(ren) Life Benefit | \$0.090 | \$0.090 |
| Spouse Rates per \$1,000 | | |
| Up to Age 24 | \$0.050 | \$0.050 |
| Age 25 - 29 | \$0.050 | \$0.050 |
| Age 30 - 34 | \$0.060 | \$0.060 |
| Age 35 - 39 | \$0.090 | \$0.090 |
| Age 40 - 44 | \$0.140 | \$0.140 |
| Age 45 - 49 | \$0.230 | \$0.230 |
| Age 50 - 54 | \$0.370 | \$0.370 |
| Age 55 - 59 | \$0.500 | \$0.500 |
| Age 60 - 64 | \$0.840 | \$0.840 |
| Age 65 - 69 | \$0.850 | \$0.850 |
| Age 70 - 74 | \$0.840 | \$0.840 |
| Age 75 - 79 | \$1.050 | 75 - \$1.050 76 - \$4.660 77- \$5.000 78- \$5.340 79- \$5.680 |
| Age 80 + | \$1.050 | 80- \$6.020 81- \$6.260 82- \$6.510 83- \$6.770 84- \$7.040 85- \$7.320 86- \$7.610 87- \$7.910 88- \$8.230 89- \$8.560 90+ - \$8.900 |
| AD&D Rate | N/A | N/A |

LIFE PERFORMANCE GUARANTEES

Confidence in our promises



| Minimum Performance Standards | Annual amount at risk |
|---|-----------------------|
| Every year | |
| Claim Processing | |
| <ul style="list-style-type: none"> Pay 95% of life insurance claims within 10 <i>calendar</i> days after receipt of all necessary information. | \$400 |
| <ul style="list-style-type: none"> Achieve at least 99% overall accuracy in the payment and distribution of life insurance proceeds. | \$400 |
| Evidence of Insurability Processing | |
| <ul style="list-style-type: none"> Review and take first action on 95% of all evidence of insurability applications within 3 calendar days after receipt in Underwriting. | \$400 |
| <ul style="list-style-type: none"> Make final decision on 95% of all evidence of insurability applications with 10 calendar days after receipt of all necessary information. | \$400 |
| Total Annual Amount At Risk | \$1,600 |

Penalties will be assessed at the end of a policy year based on the annual performance results.

Payment Accuracy performance guarantee is guaranteed through the rate guarantee period, and will be re-evaluated at each renewal.

Certificate Issuance Performance Guarantee will apply to the initial certificates only.

DISABILITY PERFORMANCE GUARANTEES

| Minimum Performance Standards | Annual amount at risk |
|---|-----------------------|
| Payment Accuracy | |
| <ul style="list-style-type: none"> 96% accuracy of total dollars paid on audited claims (minimum sample of 10 claims). | \$100 |
| Total Annual Amount At Risk | \$100 |

Penalties will be assessed at the end of a policy year based on the annual performance results.

Payment Accuracy performance guarantee is guaranteed through the rate guarantee period, and will be re-evaluated at each renewal.

Certificate Issuance Performance Guarantee will apply to the initial certificates only.

LONG-TERM DISABILITY PROPOSAL FORM – VOLUNTARY BUY-UP PLAN

(Complete and Submit with your Proposal)

| Schedule of Benefits | Current | Proposed | | |
|---|---|--|-------------------------------|--|
| Eligibility | Class 2: All Eligible EEs working at least 30 hours per week electing the buy-up plan | Match current | | |
| Eligibility Waiting Period | 30 calendar days | Match current | | |
| Definition of Disability | Zero Day | Match current | | |
| Elimination Period | 180 consecutive calendar days | Match current | | |
| Monthly Benefit | 60% of EEs monthly earnings up to max | Match current | | |
| Maximum Monthly Benefit | \$5,000 | Match current | | |
| Minimum Monthly Benefit | \$100 | Match current | | |
| Benefit Duration | Age at Disablement | Benefit Duration* *To the later of SSNRA or below table | Age at Disablement | Benefit Duration* *To the later of SSNRA or below table |
| | 61 or younger | to age 65 | 61 or younger | to age 65 |
| | 62 | 3.5 years | 62 | 3.5 years |
| | 63 | 3 years | 63 | 3 years |
| | 64 | 2.5 years | 64 | 2.5 years |
| | 65 | 2 years | 65 | 2 years |
| | 66 | 1.75 years | 66 | 1.75 years |
| | 67 | 1.5 years | 67 | 1.5 years |
| | 68 | 1.25 years | 68 | 1.25 years |
| 69+ | 1 year | 69+ | 1 year | |
| Own Occupation Period | 24 months follow end of Elimination Period | Match current | | |
| Return to Work Incentive | First 12 months of Disability with Work Earnings | Match current | | |
| Pre-Existing Condition Limitation | 3/12 | Match current | | |
| Mental Illness & Substance Abuse Limitation | lifetime unless hospital confinement | Match current | | |
| Survivor Benefit | Included | Match current | | |
| Waiver of Premium | Included | Match current | | |
| EOI Required? | Required for Late Enrollees only | Match current | | |
| Minimum Participation Requirement | 20% of Eligible EEs | Match current | | |
| Rate Guarantee | Expires 9/30/2022 | Three years | | |
| Rate per EE | \$6.49 | \$6.49 | | |

LONG-TERM DISABILITY PROPOSAL FORM – CORE PLAN

(Complete and Submit with your Proposal)

| Schedule of Benefits | Current | | Proposed | |
|---|--|------------------------------|---------------------------|-------------------------------------|
| Eligibility | Class 1: All Eligible EEs working at least 30 hours per week electing the core plan only | | Match current | |
| Eligibility Waiting Period | 30 calendar days | | Match current | |
| Definition of Disability | Zero Day | | Match current | |
| Elimination Period | 180 consecutive calendar days | | Match current | |
| Monthly Benefit | 50% of EEs monthly earnings up to max | | Match current | |
| Maximum Monthly Benefit | \$3,500 | | Match current | |
| Minimum Monthly Benefit | \$100 | | Match current | |
| Benefit Duration | Age at Disablement | Benefit Duration | Age at Disablement | Benefit Duration |
| | 61 or younger | Shorter of age 65 or 5 years | 61 or younger | Shorter of age 65 or 5 years |
| | 62 | 3.5 years | 62 | 3.5 years |
| | 63 | 3 years | 63 | 3 years |
| | 64 | 2.5 years | 64 | 2.5 years |
| | 65 | 2 years | 65 | 2 years |
| | 66 | 1.75 years | 66 | 1.75 years |
| | 67 | 1.5 years | 67 | 1.5 years |
| | 68 | 1.25 years | 68 | 1.25 years |
| 69+ | 1 year | 69+ | 1 year | |
| Own Occupation Period | 24 months follow end of Elimination Period | | Match current | |
| Return to Work Incentive | First 12 months of Disability with Work Earnings | | Match current | |
| Pre-Existing Condition Limitation | 3/12 | | Match current | |
| Mental Illness & Substance Abuse Limitation | 24 months lifetime unless hospital confinement | | Match current | |
| Survivor Benefit | Included | | Match current | |
| Waiver of Premium | Included | | Match current | |
| EOI Required? | Required for Late Enrollees only | | Match current | |
| Minimum Participation Requirement | 100% of Eligible EEs | | Match current | |
| Rate Guarantee | Expires 9/30/2022 | | Three years | |
| Rate per EE | \$3.53 | | \$3.53 | |

VOLUNTARY SHORT-TERM DISABILITY PROPOSAL FORM*(Complete and Submit with your Proposal)**This line is not currently covered, but please quote a 7 Day Elimination Period and a 26-week Benefit Duration*

| Schedule of Benefits | Proposed |
|--|---|
| Eligibility | Match current |
| Eligibility Waiting Period | Match current |
| Definition of Disability | Total |
| Elimination Period | 7 days |
| Weekly Benefit | 7 days |
| Maximum Weekly Benefit | \$1,500 |
| Minimum Weekly Benefit | \$25 |
| Benefit Duration (Includes or Excludes Elimination Period) | Commencing at the end of the Elimination Period and continuing for the lesser of 25 weeks or until LTD Benefits become payable |
| Pre-existing Condition Limitation | 3 months/12 months |
| Return to Work Incentive | Not included |
| Participation Requirement | 25% |
| Rate Guarantee | Two years |
| Please Quote Age Banded Rates | |
| Under Age 25 | \$1.24 |
| 25-29 | \$1.33 |
| 30-34 | \$0.95 |
| 35-39 | \$0.79 |
| 40-44 | \$0.79 |
| 45-49 | \$0.87 |
| 50-54 | \$1.05 |
| 55-59 | \$1.39 |
| 60-64 | \$1.73 |
| 65-69 | \$2.10 |
| 70-74 | \$2.10 |
| 75 & Over | \$2.10 |
| Please Quote a Composite per EE Rate | Our proposal includes age banded rates only |

VOLUNTARY SHORT-TERM DISABILITY PROPOSAL FORM*(Complete and Submit with your Proposal)**This line is not currently covered, but please quote a 14 Day Elimination Period and a 26-week Benefit Duration*

| Schedule of Benefits | Proposed |
|--|---|
| Eligibility | Match current |
| Eligibility Waiting Period | Match current |
| Definition of Disability | Total |
| Elimination Period | 14 days |
| Weekly Benefit | 14 days |
| Maximum Weekly Benefit | \$1,500 |
| Minimum Weekly Benefit | \$25 |
| Benefit Duration (Includes or Excludes Elimination Period) | Commencing at the end of the Elimination Period and continuing for the lesser of 24 weeks or until LTD Benefits become payable |
| Pre-existing Condition Limitation | 3 months/12 months |
| Return to Work Incentive | Not included |
| Participation Requirement | 25% |
| Rate Guarantee | Two years |
| Please Quote Age Banded Rates | |
| Under Age 25 | \$1.08 |
| 25-29 | \$1.15 |
| 30-34 | \$0.82 |
| 35-39 | \$0.68 |
| 40-44 | \$0.68 |
| 45-49 | \$0.74 |
| 50-54 | \$0.90 |
| 55-59 | \$1.20 |
| 60-64 | \$1.49 |
| 65-69 | \$1.81 |
| 70-74 | \$1.81 |
| 75 & Over | \$1.81 |
| Please Quote a Composite per EE Rate | Our proposal includes age banded rates only |

References:

List a minimum of three (3) references which reflect experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service. **Failure to provide references as requested may result in rejection of proposal.**

Reference #1

Organization Name: **City of Hallandale Beach** Telephone #: **954-457-1347**

Contact Name: **Erika Pantoja** E-mail Address: **pantoja@hallandalebeachfl.gov**

Scope of Work Provided: **598 Lives: Life and LTD Coverages**

Reference #2

Organization Name: **Broward County Clerk of Courts** Telephone #: **954-831-6213**

Contact Name: **Linda Agnew** E-mail Address: **lagnew@browardclerk.org**

Scope of Work Provided: **844 Lives: Life and LTD coverages**

Reference #3

Organization Name: **Monroe County BOCC** Telephone #: **305-292-4450**

Contact Name: **Natalie Maddox** E-mail Address: **maddox-natalie@monroecounty-fl.gov**

Scope of Work Provided: **1253 Lives: Live Coverage**

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all (except for Workers Compensation).
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to submit a request to the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of Agreement.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of

this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the Agreement.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

In accordance with the provisions and limitations found in the Agreement, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.

2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial Agreement or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The County shall not unreasonably withhold such approval.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of Agreement.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this Agreement.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ATTACHMENT “D”

This Attachment is hereby incorporated by reference into the main Agreement.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS AGREEMENT ¹

This Agreement is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [*insert grant numbers*] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Agreement. The provisions in this exhibit are supplemental and in addition to all other provisions within the Agreement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the Agreement, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or

representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa

County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If

Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the

services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a

substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The **Vice President, Underwriting** on behalf of **Madison National Life Insurance Company, Inc.** the *Contractor* is authorized to sign below and confirm the *Contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 7/11/22

SIGNATURE: 

COMPANY: Madison National Life Insurance Company, Inc.

NAME: Carl Eiche

ADDRESS: 1241 John Q. Hammons Dr
Madison, WI 53717

TITLE: Vice President, Underwriting

E-MAIL: cse@madisonlife.com

PHONE NO.: 800-392-7295

**Employee Group Term Life
Certificate of Insurance**

MINNESOTA LIFE

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

Effective October 1, 2022

POLICYHOLDER: OKALOOSA BOARD OF COUNTY COMMISSIONERS

POLICY NUMBER: 34674

Read Your Certificate Carefully

You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

Notice given by mail and return of the certificate by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this certificate, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you have paid. Upon cancellation of this certificate, it will be void as if it had never been issued.

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with this certificate, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life

Renee D. Montz
Secretary

Clayton M. Hoffman
President

Notice to Certificateholders

If you have any questions regarding your certificate, or if you need assistance in resolving a complaint, you can contact us at: Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.
Toll-Free Telephone Number: 1-866-293-6047.

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: Okaloosa Board of County Commissioners **POLICY NO.:** 34674

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: The policy was issued and delivered in the state of Florida.

POLICY EFFECTIVE DATE: October 1, 2019. This specifications page represents the plan in effect as of October 1, 2022.

This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.

GROUP: The group is composed of all active employees and designated retirees of the policyholder and its associated companies working in the United States in the following classes:

- Class 1 Elected Officials including Supervisor of Elections
- Class 2 All other active Members
- Class 3 All eligible Retirees

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIRED: Classes 1 and 2: 30 hours per week
Class 3: None

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|---------------------------------------|
| Classes 1 and 2 | \$25,000 |
| Class 3 | \$10,000 |

Supplemental Life Insurance

An amount elected by the employee from the following options:

| <u>Eligible Class</u> | <u>Amount of Supplemental Life Insurance</u> |
|-----------------------|--|
| Class 1 and 2 | An amount elected by the employee in increments of \$5,000, subject to a maximum of \$750,000. |
| Class 3 | None |

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

Eligible Class

Amount of Basic and Supplemental AD&D Insurance

Classes 1 and 2

An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

Class 3

None

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(Applies to Classes 1 and 2 only)

The amount of basic life and AD&D insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

| <u>Age of Employee</u> | <u>Amount of Insurance</u> |
|------------------------|----------------------------|
| 65 - 69 | 65% |
| 70 - 74 | 50% |
| 75 - 79 | 25% |
| 80 and over | 15% |

Age reductions will apply the October 1 following an insured employee's 65th, 70th, 75th and 80th birthdays. The reduced amount will be rounded to the next higher \$1,000.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance for classes 1 and 2 and basic insurance for class 3 is contributory; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of the policy.

For employees who first become eligible after the effective date of the policy:

\$300,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

Increases and decreases due to a change in eligible class will become effective the October 1 following the date of the change in eligible class.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for supplemental life insurance to elect dependents life insurance.

Spouse Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Spouse Life Insurance

An amount elected by the employee, in an increment of \$5,000, subject to a maximum of \$250,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

None

Child Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Child Life Insurance

An amount elected by the employee, in an increment of \$1,000, subject to a maximum of \$10,000, \$15,000 or \$20,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

An employee's first eligible newborn child is automatically covered for \$1,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.

None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period.* The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of the policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of the policy, the guaranteed issue amount is as follows:

For spouse insurance: \$50,000

For child insurance: \$20,000

*As an exception, evidence of insurability is never required of a child, but enrollment opportunities are limited to a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this certificate. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable certificate supplement.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to October 1, 2022. During this open enrollment, the following elections will not require evidence of insurability:

- An employee may elect coverage for the first time or increase their supplemental coverage by up to \$40,000 provided the resulting amount of insurance does not exceed \$300,000.

Coverage will be effective October 1, 2022, subject to the actively at work requirement for employees and the hospitalization /confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollments, the following election change(s) can be made without providing evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

SUPPLEMENT(S) TO THE CERTIFICATE

Accelerated Death Benefit
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Applies to all classes.
Applies to classes 1 and 2.
Applies to classes 1 and 2.
Applies to classes 1 and 2.
Applies to classes 1 and 2.

Definitions

age

Attained age as of most recent birthday.

application

Your application for insurance under the group policy and, if required, your evidence of insurability application.

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

employee

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

insured

A person who is eligible for and becomes insured according to the terms of this certificate.

non-work day

A day on which you are not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

noncontributory insurance

Insurance for which you are not required to make premium contributions.

policyholder

The owner of the group policy as shown on the specifications page attached to this certificate.

specifications page

The outline which summarizes your coverage under the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

An insured employee.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application attached to your certificate.

This certificate is issued in consideration of your application and the payment of the required premium.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this certificate, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, you must be actively at work, fully performing your customary duties for your regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
- (3) the insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or

- (4) during a previous period of eligibility, you failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) you are insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which the policyholder and we agree.

We may change the premium rate:

- (a) on any premium due date following the expiration of any rate guarantee period, or following the date that the amount of insurance in force for any one coverage or across coverages changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are basic life, supplemental life, spouse life, child life and AD&D); or
- (b) anytime, if the policy terms are amended or the total amount of insurance in force changes by

15% from the volume that was used to determine the current rates or more.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate.

Can you request a change in the amount of your contributory insurance?

You can request a change in your contributory insurance amount only during an annual open enrollment period, as determined by the employer, or within 31 days of a Qualified Status Change. Qualified Status Change shall

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of your contributory insurance are effective on the first day of the month following receipt of your request for a decrease or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in your eligible class or earnings will be effective as shown on the specifications page attached to this certificate.

All increases in the amount of insurance are subject to the actively at work requirement.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder or an associated company of the policyholder as a beneficiary.

You may also choose to name a beneficiary that you cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

If there is no eligible beneficiary, or if you do not name one, we will pay the death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) the personal representative of your estate.

Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your notice.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or
- (3) the date the group policy is amended so you are no longer eligible; or

- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

If your coverage under the group policy terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the policyholder's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

Conversion Right

What is the conversion right?

You may be able to convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or you are no longer in an eligible class.

Limited conversion is available if, after you have been insured for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed to reduce or terminate your insurance.

In such case, you may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date your insurance terminated under the group policy.

Neither the conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

How do you convert your insurance?

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under the group policy terminates.

What happens if you die during the 31-day period allowed for conversion?

If you die during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section.

We will return any premium you paid for an individual policy to your beneficiary named under the group policy. In no event will we be liable under both the group policy and the individual policy.

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

Is there a suicide exclusion?

The specifications page attached to this certificate indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within two years of the effective date of your insurance.

If there has been an increase in your amount of insurance for which you were required to apply or for which we required evidence of insurability, and if you die by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does your insurance become incontestable?

Except for the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements you make in your application as defined under this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the application attached to your certificate.

Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, and you file the original instrument or a certified copy with us at our home office, and we send you an acknowledged copy.

We are not responsible for the validity of any assignment. You are responsible for ensuring that the assignment is legal in your state and that it accomplishes your intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer this certificate. We own the records relating to the insurance provided by this certificate, and can obtain them from the policyholder at any reasonable time.

If a clerical error is made in keeping records on the insurance under the group policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will the provisions of this certificate conform with state law?

Yes. If any provision in this certificate, or in the provisions of the group policy, is in conflict with the laws of the state governing the certificates or the group policy, the provision will be deemed to be amended to conform to such laws.

Accelerated Benefits Certificate Supplement

MINNESOTA LIFE

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

Benefits received under this Accelerated Benefits Certificate Supplement may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this supplement.

death benefit

The amount of the insured's life insurance as shown on the specifications page attached to your certificate.

immediate family

Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this supplement, an insured employee, an insured spouse, or an insured dependent child.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
- (3) you must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life or on the life of a spouse or dependent child insured under your certificate.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

Do you have to take the entire accelerated benefit?

No. You may choose to receive a partial accelerated benefit. If you do so, the insured’s remaining coverage will stay in force.

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured’s remaining death benefit under the certificate must be at least \$25,000.

You may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

What is the effect on an insured’s coverage of the receipt of an accelerated benefit?

If you elect to accelerate the full amount of an insured’s death benefit, the insured’s coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If such termination causes a certificate holder’s covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under your certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

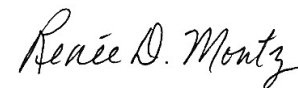
When does an insured’s coverage under this supplement terminate?


An insured’s coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.


Secretary


President

Accidental Death and Dismemberment Certificate Supplement

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

Statement to Policyholders

If you have any questions regarding this certificate supplement, or if you need assistance in resolving a complaint, you can contact us at: Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. Toll-Free Telephone Number: 1-800-843-8358.

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate

What does this supplement provide?

This supplement provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this supplement?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this supplement.

When does insurance under this supplement become effective?

Insurance becomes effective on the date that you become insured for life insurance under the certificate.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this supplement is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results

from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to the group policy. The percentage is determined by the type of loss as shown in the following table:

| FOR LOSS OF | AMOUNT OF BENEFIT |
|-------------------------------------|---------------------------------|
| Life | Full Amount of AD&D Insurance |
| Both Hands or Both Feet .. | Full Amount of AD&D Insurance |
| Sight of Both Eyes | Full Amount of AD&D Insurance |
| Speech and Hearing | Full Amount of AD&D Insurance |
| One Hand and One Foot .. | Full Amount of AD&D Insurance |
| One Foot and Sight of One Eye | Full Amount of AD&D Insurance |
| One Hand and Sight of One Eye | Full Amount of AD&D Insurance |
| Quadriplegia | Full Amount of AD&D Insurance |
| Paraplegia | 75% of Amount of AD&D Insurance |

Sight of One Eye50% of Amount of AD&D Insurance
 Speech or Hearing50% of Amount of AD&D Insurance
 One Hand or
 One Foot50% of Amount of AD&D Insurance
 Hemiplegia50% of Amount of AD&D Insurance
 Thumb and Index
 Finger of One Hand.....25% of Amount of AD&D Insurance

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this supplement for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

In the case of your accidental death, we will pay the accidental death benefit to the person or persons entitled to receive your death benefit under the terms of the group policy. The benefit for other losses sustained by you will be paid to you, if living, otherwise to your estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this supplement, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Air Bag Benefit

What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Child Care Benefit

What is the child care benefit?

If you die as a result of a covered accident and are survived by an dependent spouse and one or more dependent children under age 14, we will pay additional benefits to reimburse your surviving spouse for child care expenses they incur for your dependent children while under age 14. Your dependent children must also be dependent on your surviving spouse for a benefit to be considered.

The benefit for each child per year will be the lesser of:

- (1) 3% of your amount of AD&D insurance; or
- (2) \$3,000; or
- (3) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than four years after the date of your death or for expenses incurred for dependent children over age 14. Proof of incurred child care expenses by your surviving spouse shall be required before any benefit payment is made. The child care benefit will be paid to your surviving spouse. The maximum child care benefit payable under this benefit shall be \$50,000 regardless of the number of children who qualify.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of your dependent children if you die as a result of a covered accident and are survived by one or more dependent children, provided that:

- (1) at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of your death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of your amount of insurance; or
- (3) \$5,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the dependent child if he or she is of legal age. If the dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school

year. Proof of enrollment and tuition costs are required for each school year.

Line of Duty

What is the Line of Duty Benefit?

If you are a public safety officer and suffer a loss for which a benefit is payable under this supplement as a result of a covered accident which occurs while you are performing your customary duties for the employer, we will pay an additional benefit equal to the lesser of \$100,000 or 100% of your amount of AD&D insurance. The loss must be incurred while you are taking action that by rule, regulation, law or condition of employment are obligated or authorized to perform as a public safety officer. The action must be taken in the course of reducing crime, criminal law enforcement, or fire suppression, including such action taken in response to an emergency while off duty. For firefighters and police, Line of Duty includes social, ceremonial or athletic functions to which the member is assigned and for which they are paid as a public safety officer by the policyholder.

Public safety officers includes police officers, firefighters, corrections officers, probation officers, public transit officers, parole officers, judicial officers, and officially recognized or designated volunteer firefighters.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 200 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$20,000; or
- (2) 20% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and

- (2) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Spouse Education Benefit

What is the spouse education benefit?

We will pay an education benefit on behalf of your spouse if you die as a result of a covered accident and are survived by your spouse, provided that your spouse enrolls in a program of higher education within 12 months after your death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 5% of your amount of AD&D insurance; or
- (3) \$5,000.

Only expenses occurring within 48 months after the date of your death will be eligible for reimbursement.

Termination

When does an insured's coverage under this supplement terminate?

An insured's coverage ends on the earlier of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this supplement; or
- (2) the date the group policy is terminated.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

Can insurance under this supplement be converted to a policy of individual insurance upon termination?

No. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the group policy.


Secretary


President

Dependents Term Life Insurance Certificate Supplement

MINNESOTA LIFE

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

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a certificate supplement to your certificate will not apply to dependents coverage provided by this certificate supplement.

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you and who is not eligible for insurance as an employee under the group policy; and
- (2) your or your spouse's natural, legally adopted or stepchildren who are less than 26 years old. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this supplement. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent child who, subsequent to the effective date of your child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to your certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll for coverage under this supplement within the enrollment period shown on the specifications page attached to your certificate; or

- (3) dependents insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

When does insurance on a dependent become effective?

Insurance on a dependent becomes effective on the date when all of the following conditions have been met:

- (1) the dependent meets all eligibility requirements; and
- (2) if required, you apply for dependents coverage on forms which are approved by us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before your insurance is effective.

Death Benefit

What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to your certificate.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.

Termination

When does an insured dependent's coverage under this supplement terminate?

An insured dependent's coverage ends on the earliest of the following:

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

You must notify us or your employer when a dependent is no longer eligible for coverage under this supplement so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this supplement will be refunded without any payment of claim.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

If an insured dependent's coverage under this supplement terminates because he or she is no longer eligible, or because of your death, or because of termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.

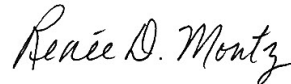
Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

Does the Waiver of Premium supplement to your certificate apply to insured dependents?

The Waiver of Premium supplement to your certificate will not apply to disabilities for dependents covered under this supplement.

However, if, due to your disability, your insurance is continued in force without further payment of premiums due to the Waiver of Premium supplement to your certificate, any dependents insurance provided by this supplement shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until your insurance is no longer continued in force due to the Waiver of Premium supplement to your certificate.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this supplement, unless the converted policy is surrendered without claim except for refund of premiums.


Secretary


President

Term Life Insurance Portability Certificate Supplement

MINNESOTA LIFE

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

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for continuation of your group life insurance if you no longer meet the eligibility requirements of your certificate, except as provided for herein.

To continue coverage under the provisions of this supplement, you must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this supplement will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

Who is eligible to continue insurance under this supplement?

You are eligible to continue your group life insurance under the terms of this supplement if you, except as provided by this supplement, no longer meet the eligibility requirements of your certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are no longer in a class eligible for insurance or you are on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group.
Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

You will not be eligible to request coverage under this supplement if you:

- (1) have attained the age of 80; or
- (2) have converted your insurance to an individual life policy under the terms of your certificate's conversion right section; or
- (3) were not actively at work due to sickness or injury on the date immediately preceding your portability date; or

- (4) lose eligibility due to termination of the group policy.

What insurance can be continued under this supplement?

Both contributory and noncontributory insurance may be continued under this supplement. If you elect to continue your own coverage according to the provisions of this supplement, you may also elect to continue insurance for any other individual insured under your certificate. You may also continue coverage under all supplements to your certificate by which you were insured immediately preceding your portability date except the Term Life Waiver of Premium Certificate Supplement and the Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

The amount of insurance continued under this supplement for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

What is the minimum amount of insurance that can be continued under this supplement?

The minimum amount of insurance that can be continued on an insured's life under this supplement is \$10,000 for you and \$1,000 for each of your insured dependents.

What is the maximum amount of insurance that can be continued under this supplement?

The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on an insured's portability date, but not more than \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured who is age 65 or older on his or her portability date:

- Age 65 – 69: the amount of insurance will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$650,000 for an employee or \$162,500 for a spouse.
- Age 70 – 74: the amount of insurance will not be more than 50% of the amount in force on the insured's portability date, to a maximum of \$500,000 for an employee or \$125,000 for a spouse.

- Age 75 – 79: the amount of insurance will not be more than 30% of the amount in force on the insured's portability date, to a maximum of \$300,000 for an employee or \$75,000 for a spouse.

Will the amount of insurance continued under this supplement change?

Yes. On the first day of the month following the date an insured attains an age specified below, the amount of insurance on his or her life continued under this supplement will reduce to the percentage indicated. All reductions are based on the amount of insurance in force prior to the attainment of age 65. Insurance terminates at age 80.

| <u>Age</u> | <u>Amount of Insurance</u> |
|------------|----------------------------|
| 65 | 65% |
| 70 | 50% |
| 75 | 30% |

Can you request a change in your amount of insurance continued under this supplement?

Yes. You may elect to reduce the amount of insurance on your life. Your remaining amount of insurance must be at least \$10,000.

The amount of insurance continued under this supplement will never increase.

How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

Can insurance continued under this supplement be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this supplement, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

What happens if you again become eligible under your certificate?

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of your certificate, not including the terms of this supplement, you shall no longer be considered to have portability status. Insurance may be continued only under the terms of your certificate, not including this supplement unless and until you no longer meet the eligibility requirements of your certificate and again return to portability status as provided for herein.

What happens to insurance provided under this supplement when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this supplement. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

No individual may elect coverage under this supplement on or after the date of termination of the group policy.

When will insurance continued under this supplement terminate?

Insurance being continued under this supplement will terminate on the earliest of the following:

- (1) the insured's 80th birthday; or
- (2) the date the insured again meets the eligibility requirements of your certificate, not including the terms of this supplement; or
- (3) in the case of a dependent child or a spouse who is insured by a supplement to your certificate, the date your coverage is no longer being continued under this supplement or the date the spouse or child ceases to be eligible as defined under the terms of your certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.

Reaee D. Montz

Secretary

Stephen M. Allen

President

Term Life Waiver of Premium Certificate Supplement

MINNESOTA LIFE

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

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. The specifications page attached to your certificate indicates whether this supplement applies to contributory insurance or noncontributory insurance. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate.

What does this supplement provide?

This supplement provides for waiver of premium if you become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, your insurance, including all supplements to your certificate, which were in force on the date of the onset of your disability will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while your insurance and the coverage under this supplement is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total and permanent disability claim. Continued payment prevents the possible loss of your coverage and eligibility if your claim is not approved.

What if you convert your group life insurance to a policy of individual insurance prior to the approval of your disability claim?

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

You must furnish evidence satisfactory to us that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before your 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally and permanently disabled. We may also require that you submit to one or more medical examinations at our expense.

If you die within one year of the date of onset of your disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or you were continuously disabled for less than six months. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued and before your 60th birthday, continued without interruption until your death.

When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that you died during the period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this supplement.

What is the amount of insurance to be continued without payment of premium under this supplement?

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If your certificate provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to your insurance being continued under this supplement.

How long will insurance be continued without payment of premium?

If you become totally and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) your 65th birthday; or
- (2) the date you recover so that you are no longer totally and permanently disabled; or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

However, if you are an employee and your certificate provides for termination of insurance at retirement, insurance provided under this supplement will terminate when you retire, including normal or early retirement. Your retirement date shall be the earlier of:

- (1) the date you actually retire; or
- (2) your presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, your presumed retirement date shall be age 65.

What happens to your insurance when the waiver of premium benefit ends?

When the benefits under this supplement end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If you are then eligible for coverage under your certificate, your insurance may be continued under your certificate provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If you are no longer eligible for coverage under your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of your certificate.

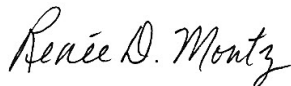
Your insurance will end unless, within 31 days of the date benefits under this supplement end, premium payments on your behalf are resumed or you apply to convert your coverage.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to terminate the Term Life Waiver of Premium Policy Rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this supplement will not end due solely to the termination of the Term Life Waiver of Premium Policy Rider or of the group policy.


Secretary


President

Notice

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

If you have any questions regarding your coverage, or if you need assistance in resolving a complaint, you can contact us at:

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

**Telephone Number: 651-665-3500
Business hours 7am - 5pm Central Time Monday - Friday**

MINNESOTA LIFE

400 Robert Street North • St. Paul, Minnesota 55101-2098

GROUP TERM LIFE CERTIFICATE OF INSURANCE

Group Term Life Policy Amendment #2

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

To be attached to and made a part of Group Policy No. 34674 issued by Minnesota Life Insurance Company to Okaloosa Board of County Commissioners. This amendment is effective as of October 1, 2022. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

- 1) The Employee Supplemental Life and matching Accidental Death and Dismemberment insurance maximum amount is increased to \$750,000 for employees in classes 1 & 2.
- 2) A One-time open enrollment opportunity is added to the policy as follows:


| | |
|----------------------------------|---|
| ONE-TIME OPEN ENROLLMENT: | <p>The policyholder will hold a one-time open enrollment prior to October 1, 2022. During this open enrollment, the following elections will not require evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect coverage for the first time or increase their supplemental coverage by up to \$40,000 provided the resulting amount of insurance does not exceed \$300,000. <p>Coverage will be effective October 1, 2022, subject to the actively at work requirement for employees and the hospitalization /confinement clause for dependents.</p> |
|----------------------------------|---|

- 3) The previously declined language in the "Annual Open Enrollments" section of the Policy Specifications Page is removed. As a result, the Annual Open Enrollments section is modified to read as follows:

| | |
|---------------------------------|---|
| ANNUAL OPEN ENROLLMENTS: | <p>During the policyholder's annual open enrollments, the following election change(s) can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000• An employee may elect or increase child life coverage up to \$20,000 <p>Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.</p> |
|---------------------------------|---|

As a result of the changes, the attached Group Policy Specifications Page with an effective date of October 1, 2022, replaces the prior Group Policy Specifications Page.

Agreed to by Minnesota Life Insurance Company on June 15, 2022.

By  DV
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER: Okaloosa Board of County Commissioners **POLICY NO.:** 34674

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: The policy was issued and delivered in the state of Florida.

POLICY EFFECTIVE DATE: October 1, 2019. This specifications page represents the plan in effect as of October 1, 2022.

POLICY ANNIVERSARY DATE: October 1 of each year beginning October 1, 2020.

PREMIUM DUE DATE(S): The first day of each month.

GROUP: The group is composed of all active employees and designated retirees of the policyholder and its associated companies working in the United States in the following classes:

Class 1 Elected Officials including Supervisor of Elections

Class 2 All other active Members

Class 3 All eligible Retirees

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIRED: Classes 1 and 2: 30 hours per week
Class 3: None

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|---------------------------------------|
| Classes 1 and 2 | \$25,000 |
| Class 3 | \$10,000 |

Supplemental Life Insurance

An amount elected by the employee from the following options:

| <u>Eligible Class</u> | <u>Amount of Supplemental Life Insurance</u> |
|-----------------------|--|
| Class 1 and 2 | An amount elected by the employee in increments of \$5,000, subject to a maximum of \$750,000. |
| Class 3 | None |

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

| <u>Eligible Class</u> | <u>Amount of Basic and Supplemental AD&D Insurance</u> |
|-----------------------|--|
| Classes 1 and 2 | An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy. |
| Class 3 | None |

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:
(Applies to Classes 1 and 2 only)

The amount of basic life and AD&D insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

| <u>Age of Employee</u> | <u>Amount of Insurance</u> |
|------------------------|----------------------------|
| 65 - 69 | 65% |
| 70 - 74 | 50% |
| 75 - 79 | 25% |
| 80 and over | 15% |

Age reductions will apply the October 1 following an insured employee's 65th, 70th, 75th and 80th birthdays. The reduced amount will be rounded to the next higher \$1,000.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance for classes 1 and 2 and basic insurance for class 3 is contributory; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$300,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

Increases and decreases due to a change in eligible class will become effective the October 1 following the date of the change in eligible class.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for supplemental life insurance to elect dependents life insurance.

Spouse Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Spouse Life Insurance

An amount elected by the employee, in an increment of \$5,000, subject to a maximum of \$250,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

None

Child Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Child Life Insurance

An amount elected by the employee, in an increment of \$1,000, subject to a maximum of \$10,000, \$15,000 or \$20,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

An employee's first eligible newborn child is automatically covered for \$1,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.

None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period.* The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$50,000

For child insurance: \$20,000

*As an exception, evidence of insurability is never required of a child, but enrollment opportunities are limited to a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to October 1, 2022. During this open enrollment, the following elections will not require evidence of insurability:

- An employee may elect coverage for the first time or increase their supplemental coverage by up to \$40,000 provided the resulting amount of insurance does not exceed \$300,000.

Coverage will be effective October 1, 2022, subject to the actively at work requirement for employees and the hospitalization /confinement clause for dependents.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollments, the following election change(s) can be made without providing evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

RIDER(S) TO THE GROUP POLICY

Accelerated Death Benefit
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Applies to all classes.
Applies to classes 1 and 2.
Applies to classes 1 and 2.
Applies to classes 1 and 2.
Applies to classes 1 and 2.

Group Term Life Policy Amendment #1

MINNESOTA LIFE

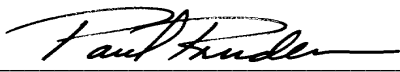
Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 34674 issued by Minnesota Life Insurance Company to Okaloosa Board of County Commissioners. This amendment is effective as of April 1, 2021. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The Portability Policy Rider EdF93938-6 7-2019 is replaced with the attached Portability Policy Rider EdF93938-6 Rev 2-2021.

As a result of this change, the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page effective April 1, 2021.

Agreed to by Minnesota Life Insurance Company this 26th day of February, 2021.

By  CDJ
Vice President and Actuary

GROUP POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

| | | |
|---|--|--------------------------|
| POLICYHOLDER: | Okaloosa Board of County Commissioners | POLICY NO.: 34674 |
| ASSOCIATED COMPANIES: | All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy. | |
| POLICY SITUS: | The policy was issued and delivered in the state of Florida. | |
| POLICY EFFECTIVE DATE: | October 1, 2019. This specifications page represents the plan in effect as of April 1, 2021. | |
| POLICY ANNIVERSARY DATE: | October 1 of each year beginning October 1, 2020. | |
| PREMIUM DUE DATE(S): | The first day of each month. | |
| GROUP: | The group is composed of all active employees and designated retirees of the policyholder and its associated companies working in the United States in the following classes: Class 1 Elected Officials including Supervisor of Elections Class 2 All other active Members Class 3 All eligible Retirees | |
| ENROLLMENT PERIOD: | Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance. | |
| WAITING PERIOD: | The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 30 days of continuous employment. | |
| MINIMUM HOURS PER WEEK REQUIRED: | Classes 1 and 2: 30 hours per week Class 3: None | |

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|---------------------------------------|
| Classes 1 and 2 | \$25,000 |
| Class 3 | \$10,000 |

Supplemental Life Insurance

An amount elected by the employee from the following options:

| <u>Eligible Class</u> | <u>Amount of Supplemental Life Insurance</u> |
|-----------------------|--|
| Class 1 and 2 | An amount elected by the employee in increments of \$5,000, subject to a maximum of \$500,000. |
| Class 3 | None |

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

Eligible Class

Amount of Basic and Supplemental AD&D Insurance

Classes 1 and 2

An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

Class 3

None

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(Applies to Classes 1 and 2 only)

The amount of basic life and AD&D insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

| <u>Age of Employee</u> | <u>Amount of Insurance</u> |
|------------------------|----------------------------|
| 65 - 69 | 65% |
| 70 - 74 | 50% |
| 75 - 79 | 25% |
| 80 and over | 15% |

Age reductions will apply the October 1 following an insured employee's 65th, 70th, 75th and 80th birthdays. The reduced amount will be rounded to the next higher \$1,000.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance for classes 1 and 2 and basic insurance for class 3 is contributory; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$300,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

Increases and decreases due to a change in eligible class will become effective the October 1 following the date of the change in eligible class.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for supplemental life insurance to elect dependents life insurance.

Spouse Life Insurance

Eligible Class

Amount of Spouse Life Insurance

Classes 1 and 2

An amount elected by the employee, in an increment of \$5,000, subject to a maximum of \$250,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

Class 3

None

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1 and 2

An amount elected by the employee, in an increment of \$1,000, subject to a maximum of \$10,000, \$15,000 or \$20,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

An employee's first eligible newborn child is automatically covered for \$1,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.

Class 3

None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period.* The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$50,000

For child insurance: \$20,000

*As an exception, evidence of insurability is never required of a child, but enrollment opportunities are limited to a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:

During the policyholder’s annual open enrollments, the following election change(s) can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

RIDER(S) TO THE GROUP POLICY

Accelerated Death Benefit
 Accidental Death and Dismemberment
 Dependents Term Life
 Portability
 Waiver of Premium

Applies to all classes.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.

Term Life Insurance Portability Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

Who is eligible to continue insurance under this rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group.
Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 80; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or

- (4) loses eligibility due to termination of the group policy.

What insurance can be continued under this rider?

Both contributory and noncontributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date, except the Term Life Waiver of Premium Certificate Supplement and the Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

What is the minimum amount of insurance that can be continued under this rider?

The minimum amount of insurance that can be continued on the life of an insured under this rider is \$10,000 for an employee and \$1,000 for each of his or her insured dependents.

What is the maximum amount of insurance that can be continued under this rider?

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on an insured's portability date, but not more than \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured who is age 65 or older on his or her portability date:

- Age 65 – 69: the amount of insurance will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$650,000 for an employee or \$162,500 for a spouse.
- Age 70 – 74: the amount of insurance will not be more than 50% of the amount in force on the insured's portability date, to a maximum of \$500,000 for an employee or \$125,000 for a spouse.

- Age 75 – 79: the amount of insurance will not be more than 30% of the amount in force on the insured's portability date, to a maximum of \$300,000 for an employee or \$75,000 for a spouse.

Will the amount of insurance continued under this rider change?

Yes. On the first day of the month following the date an insured attains an age specified below, the amount of insurance on his or her life continued under this rider will reduce to the percentage indicated. All reductions are based on the amount of insurance in force prior to the attainment of age 65. Insurance terminates at age 80.

| <u>Age</u> | <u>Amount of Insurance</u> |
|------------|----------------------------|
| 65 | 65% |
| 70 | 50% |
| 75 | 30% |

Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.

The amount of insurance continued under this rider will never increase.

How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

Can insurance continued under this rider be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

What happens if a certificate holder again becomes eligible under the group policy?

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

What happens to insurance provided under this rider when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

No individual may elect coverage under this rider on or after the date of termination of the group policy.

When will insurance continued under this rider terminate?

Insurance continued under this rider will terminate on the earliest of the following:

- (1) the insured's 80th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.



Secretary



President

Group Term Life Insurance Policy

MINNESOTA LIFE

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

Read Your Policy Carefully

This policy was issued to the policyholder on the effective date shown on the specifications page attached to this policy. We promise to pay the benefits provided by this policy, subject to its conditions, limitations, and exceptions. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder is a member of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Right to Cancel

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with this policy, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the policy before midnight of the 30th day after you received this policy.

Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this policy, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you paid. Upon cancellation of this policy, it will be void as if it had never been issued.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.



Secretary



President

Notice to Policyholders

If you have any questions regarding this group policy, or if you need assistance in resolving a complaint, you can contact us at: Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. Toll Free Telephone Number: 1-866-293-6047.

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GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING

GENERAL INFORMATION

POLICYHOLDER: Okaloosa Board of County Commissioners **POLICY NO.:** 34674

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: The policy was issued and delivered in the state of Florida.

POLICY EFFECTIVE DATE: October 1, 2019.

POLICY ANNIVERSARY DATE: October 1 of each year beginning October 1, 2020.

PREMIUM DUE DATE(S): The first day of each month.

GROUP: The group is composed of all active employees and designated retirees of the policyholder and its associated companies working in the United States in the following classes:

Class 1 Elected Officials including Supervisor of Elections

Class 2 All other active Members

Class 3 All eligible Retirees

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIRED: Classes 1 and 2: 30 hours per week
Class 3: None

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|---------------------------------------|
| Classes 1 and 2 | \$25,000 |
| Class 3 | \$10,000 |

Supplemental Life Insurance

An amount elected by the employee from the following options:

| <u>Eligible Class</u> | <u>Amount of Supplemental Life Insurance</u> |
|-----------------------|--|
| Class 1 and 2 | An amount elected by the employee in increments of \$5,000, subject to a maximum of \$500,000. |
| Class 3 | None |

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

| <u>Eligible Class</u> | <u>Amount of Basic and Supplemental AD&D Insurance</u> |
|-----------------------|--|
| Classes 1 and 2 | An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy. |
| Class 3 | None |

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(Applies to Classes 1 and 2 only)

The amount of basic life and AD&D insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

| <u>Age of Employee</u> | <u>Amount of Insurance</u> |
|------------------------|----------------------------|
| 65 - 69 | 65% |
| 70 - 74 | 50% |
| 75 - 79 | 25% |
| 80 and over | 15% |

Age reductions will apply the October 1 following an insured employee's 65th, 70th, 75th and 80th birthdays. The reduced amount will be rounded to the next higher \$1,000.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance for classes 1 and 2 and basic insurance for class 3 is contributory; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$300,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

Increases and decreases due to a change in eligible class will become effective the October 1 following the date of the change in eligible class.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for supplemental life insurance to elect dependents life insurance.

Spouse Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Spouse Life Insurance

An amount elected by the employee, in an increment of \$5,000, subject to a maximum of \$250,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

None

Child Life Insurance

Eligible Class

Classes 1 and 2

Class 3

Amount of Child Life Insurance

An amount elected by the employee, in an increment of \$1,000, subject to a maximum of \$10,000, \$15,000 or \$20,000, not to exceed 100% of the employee's total amount of basic and supplemental insurance combined.

An employee's first eligible newborn child is automatically covered for \$1,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.

None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period.* The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$50,000

For child insurance: \$20,000

*As an exception, evidence of insurability is never required of a child, but enrollment opportunities are limited to a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollments, the following election change(s) can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect coverage for the first time or increase his or her supplemental life coverage by \$25,000, not to exceed \$300,000
- An employee may elect or increase child life coverage up to \$20,000

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

RIDER(S) TO THE GROUP POLICY

Accelerated Death Benefit
 Accidental Death and Dismemberment
 Dependents Term Life
 Portability
 Waiver of Premium

Applies to all classes.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.
 Applies to classes 1 and 2.

Definitions

age

Attained age as of most recent birthday.

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under this policy.

certificate effective date

The date the insured's coverage under this policy becomes effective.

certificate holder

An employee who is eligible for and becomes insured according to the terms of this policy.

contributory insurance

Insurance for which an employee is required to make premium contributions.

earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

employee

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

insured

A person who is eligible for and becomes insured according to the terms of this policy.

non-work day

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

noncontributory insurance

Insurance for which an employee is not required to make premium contributions.

policy anniversary

The policy anniversary date shown on the specifications page attached to this policy.

policy effective date

The date this policy was issued as shown on the specifications page attached to this policy.

policyholder

The owner of the group policy as shown on the specifications page attached to the group policy.

specifications page

The outline which summarizes the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

The policyholder named on the specifications page attached to this policy.

General Information

What is your agreement with us?

This policy and your application contain the entire contract between you and us. Any statements you make will, in the absence of fraud, be considered representations and not warranties. Also, any statement that you make will not be used to void this policy, nor will it be used in our defense if we refuse to pay a claim, unless the statement is contained in your application.

No change or waiver of any provisions of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive

any provisions of this policy, or of any certificate issued under it.

Are employees of associated companies eligible for insurance under this policy?

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company. When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions related to the policy terminating will apply to such employees.

Can this policy be amended?

Yes. The insured's consent is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and
- (4) meets the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work, fully performing his or her customary duties for his or her regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an

increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can an insured employee's coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. Insurance may be continued on an insured employee who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.

- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

Continuation of insurance must be in accordance with practices and procedures that preclude individual selection.

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded if necessary in order to meet such requirements.

Premiums

When and how often are premiums due?

Unless we have agreed to some other premium payment procedure, premiums for this policy are remitted to us monthly. Premiums are due on the premium due date as shown on the specifications page attached to this policy. We apply premiums consecutively to keep the insurance in force.

You may pay premiums before they are due for any period up to the next policy anniversary. Premiums paid in advance should be calculated at the rate of the monthly premium currently due.

Premium contributions for contributory insurance are to be paid to you. The premium contributions by insureds for contributory insurance should be remitted to us as due along with the premiums payable for noncontributory insurance.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which you and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period, or following the date that the amount of insurance in force for any one coverage or across coverages changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are basic life, supplemental life, spouse life, child life and AD&D); or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% from the volume that was used to determine the current rates or more.

Can a premium be paid after the date it is due?

Yes. This policy has a 31-day grace period. If a premium is not paid on or before the date it is due, that premium may be paid during the 31-day period following the due

date. The insurance under this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Can the premium be adjusted?

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any overpayment made more than 12 months before the adjustment.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy.

Can an insured request a change in the amount of his or her contributory insurance?

An insured can request a change in his or her contributory insurance amount only during an annual open enrollment period, as determined by the employer, or within 31 days of a Qualified Status Change. Qualified Status Change shall be as determined by the employer.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease, or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings will be effective as shown on the specifications page attached to this policy.

All increases in the amount of insurance are subject to the actively at work requirement.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual

died while insured under this policy. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless the insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

If there is no eligible beneficiary, or if the insured does not name one, we will pay the death benefit to:

- (1) the insured's lawful spouse if living, otherwise;
- (2) the insured's natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) the insured's parents in equal shares, if living, otherwise;
- (4) the personal representative of the insured's estate.

Can an insured add or change beneficiaries?

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured has not assigned the ownership of his or her insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will

not affect any payment we make or action we take before receiving an insured's notice.

Termination

When does an insured's coverage terminate?

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following an employee's written request to cease participation under this policy.

If an insured's coverage under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the insured's lifetime.

Can insurance on the life of an insured be reinstated after termination?

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within three months after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which he or she then belongs, on the date he or she again becomes eligible. If the policyholder's plan of insurance provides for contributory insurance under this policy, an insured's amount of contributory insurance will be limited to that for which he or she was insured immediately prior to the loss of coverage.

When does this group policy terminate?

You may terminate this group policy by giving us 31 days prior written notice. We reserve the right to terminate this policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 31 days after we provide you with notice of our intent to terminate this policy.

Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. You must submit a new application for a new policy after this policy has terminated.

Conversion Right

What is the conversion right?

An insured may be able to convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

Limited conversion is available if, after the insured has been insured for at least five years, insurance is terminated because:

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

In such case, the insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

How does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

What happens if the insured dies during the 31-day period allowed for conversion?

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance the insured would have been eligible to convert under the terms of the conversion right section.

We will return any premium the insured paid for an individual policy to the insured's beneficiary named under this group policy. In no event will we be liable under both this group policy and the individual policy.

Additional Information

What if an insured's age has been misstated?

If an insured's age has been misstated, the death benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does an insured's insurance become incontestable?

Except for the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for two years from the effective date of his or her

coverage, we cannot contest the insured's coverage. However, if there has been an increase in the amount of insurance for which the insured was required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the application and any evidence of insurability application attached to the insured's certificate.

Can an insured's insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, the insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Are you required to maintain records?

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy. We own the records relating to the insurance provided by this policy, and can obtain them from you at any reasonable time.

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will a certificate of insurance be provided for each certificate holder?

Yes. We will provide you with a certificate of insurance for delivery to each certificate holder. The certificate will include information regarding the principal provisions of his or her coverage.

Will this policy receive experience credits?

Each year we will determine if this policy will receive an experience credit.

Are you our agent?

No. For all purposes of this policy, neither you, an associated company, nor any administrator you appoint is our agent. We will not be liable for any of your acts or omissions or those of an associated company or administrator.

Will the provisions of this policy conform with state law?

Yes. If any provision in this policy, or in the certificates issued under this policy, is in conflict with the laws of the state governing the policy or the certificates, the provision will be deemed to be amended to conform to such laws.

Accelerated Benefits Policy Rider

MINNESOTA LIFE

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

Benefits received under this Accelerated Benefits Policy Rider may be taxable. Certificate holders should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this rider, an insured employee, an insured spouse, or an insured dependent child.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her certificate.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

Does a certificate holder have to take the entire accelerated benefit?

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

What is the effect on an insured's coverage of the receipt of an accelerated benefit?

If a certificate holder elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination


When does an insured's coverage under this rider terminate?

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.


Secretary


President

Accidental Death and Dismemberment Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

Statement to Policyholders

If you have any questions regarding this policy rider, or if you need assistance in resolving a complaint, you can contact us at: Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. Toll-Free Telephone Number: 1-800-843-8358.

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to the group policy. The percentage is determined by the type of loss as shown in the following table:

| FOR LOSS OF | AMOUNT OF BENEFIT |
|-------------------------------------|---------------------------------|
| Life | Full Amount of AD&D Insurance |
| Both Hands or Both Feet .. | Full Amount of AD&D Insurance |
| Sight of Both Eyes | Full Amount of AD&D Insurance |
| Speech and Hearing | Full Amount of AD&D Insurance |
| One Hand and One Foot .. | Full Amount of AD&D Insurance |
| One Foot and Sight of One Eye | Full Amount of AD&D Insurance |
| One Hand and Sight of One Eye | Full Amount of AD&D Insurance |
| Quadriplegia | Full Amount of AD&D Insurance |
| Paraplegia | 75% of Amount of AD&D Insurance |
| Sight of One Eye | 50% of Amount of AD&D Insurance |
| Speech or Hearing | 50% of Amount of AD&D Insurance |

One Hand or
One Foot50% of Amount of AD&D Insurance
Hemiplegia50% of Amount of AD&D Insurance
Thumb and Index
Finger of One Hand.....25% of Amount of AD&D Insurance

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this rider, for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other

losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Air Bag Benefit

What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Child Care Benefit

What is the child care benefit?

If an insured employee dies as a result of a covered accident and he or she is survived by his or her dependent spouse and one or more dependent children under age 14,

we will pay additional benefits to reimburse the surviving spouse for child care expenses they incur for the insured employee's dependent children while under age 14. The qualifying employee's dependent children must also be dependent on the surviving spouse for a benefit to be considered.

The benefit for each child per year will be the lesser of:

- (1) 3% of the insured employee's amount of AD&D insurance; or
- (2) \$3,000; or
- (3) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than four years after the date of the insured employee's death or for expenses incurred for dependent children over age 14. Proof of incurred child care expenses by the surviving spouse shall be required before any benefit payment is made. The child care benefit will be paid to the surviving spouse.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more dependent children, provided that:

- (1) at the time of the insured employee's death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of the insured employee's amount of insurance; or
- (3) \$5,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the dependent child if he or she is of legal age. If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Line of Duty

What is the Line of Duty Benefit?

If an insured employee is a public safety officer and suffers a loss for which a benefit is payable under this rider as a result of a covered accident which occurs while he or she is performing his or her customary duties for the employer, we will pay an additional benefit equal to the lesser of \$100,000 or 100% of the insured employee's amount of AD&D insurance. The loss must be incurred while the member is taking action that by rule, regulation, law or condition of employment they are obligated or authorized to perform as a public safety officer. The action must be taken in the course of reducing crime, criminal law enforcement, or fire suppression, including such action taken in response to an emergency while off duty. For firefighters and police, Line of Duty includes social, ceremonial or athletic functions to which the member is assigned and for which they are paid as a public safety officer by the policyholder.

Public safety officers includes police officers, firefighters, corrections officers, probation officers, public transit officers, parole officers, judicial officers, and officially recognized or designated volunteer firefighters.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 200 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$20,000; or
- (2) 20% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and

- (2) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Spouse Education Benefit

What is the spouse education benefit?

We will pay an education benefit on behalf of the employee's spouse if an insured employee dies as a result of a covered accident and is survived by his or her spouse, provided that the spouse enrolls in a program of higher education within 12 months after the employee's death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 5% of the insured employee's amount of AD&D insurance; or
- (3) \$5,000.

Only expenses occurring within 48 months after the date of the employee's death will be eligible for reimbursement.

Termination

When does an insured's coverage under this rider terminate?

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Dependents Term Life Insurance Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (1) the insured employee's lawful spouse who is not legally separated from the insured and who is not eligible for insurance as an employee under the policy to which this rider is attached; and
- (2) the insured employee's or insured spouse's natural, legally adopted or stepchildren who are less than 26 years old. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the employee for more than one-half of their support and maintenance.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or

- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

When does insurance on a dependent become effective?

Insurance on a dependent becomes effective on the date when all of the following conditions have been met:

- (1) the dependent meets all eligibility requirements; and
- (2) if required, the insured employee applies for dependents coverage on forms which are approved by us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy is effective.

Death Benefit

What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy.

To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

Termination

When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends on the earliest of the following:

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

The employee must notify us or the employer when a dependent is no longer eligible for coverage under this rider so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this rider will be refunded without any payment of claim.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.


Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.


Secretary


President

Term Life Insurance Portability Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

Who is eligible to continue insurance under this rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group.
Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of the group policy.

What insurance can be continued under this rider?

Both contributory and noncontributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date, except the Term Life Waiver of Premium Certificate Supplement and the Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

What is the minimum amount of insurance that can be continued under this rider?

The minimum amount of insurance that can be continued on the life of an insured under this rider is \$10,000 for an employee and \$1,000 for each of his or her insured dependents.

What is the maximum amount of insurance that can be continued under this rider?

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$150,000 for a spouse. However, for an insured who is age 65 or older on his or her portability date, the supplemental insurance amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$325,000 for an employee or \$97,500 for a spouse.

Will the amount of insurance continued under this rider change?

Yes. On the first day of the month following the date an insured attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.

The amount of insurance continued under this rider will never increase.

How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

Can insurance continued under this rider be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

What happens if a certificate holder again becomes eligible under the group policy?

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

What happens to insurance provided under this rider when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

No individual may elect coverage under this rider on or after the date of termination of the group policy.

When will insurance continued under this rider terminate?

Insurance continued under this rider will terminate on the earliest of the following:

- (1) the insured's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.



Secretary



President

Term Life Waiver of Premium Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while a certificate holder's insurance and the coverage under this rider is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total and permanent disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally and permanently disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 60th birthday, continued without interruption until his or her death.

When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time

frame, there shall be no liability for any payment under this rider.

What is the amount of insurance to be continued without payment of premium under this rider?

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to the insurance of the disabled certificate holder.

How long will insurance be continued without payment of premium?

If a certificate holder becomes totally and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the certificate holder's 65th birthday; or
- (2) the date the certificate holder recovers so that he or she is no longer totally and permanently disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

However, if the group policy provides for termination of insurance at retirement, insurance provided under this rider will terminate when the insured employee retires, including normal or early retirement. The retirement date for an employee whose insurance is being continued by the terms of this rider shall be the earlier of:

- (1) the date he or she actually retires; or
- (2) his or her presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, the insured employee's presumed retirement date shall be age 65.

What happens to a certificate holder's insurance when the waiver of premium benefit ends?

When the benefits under this rider end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.


Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.


Secretary


President

Notice

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

If you have any questions regarding the group policy, or if you need assistance in resolving a complaint, you can contact us at:

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

Telephone Number: 651-665-3500

MINNESOTA LIFE

400 Robert Street North • St. Paul, Minnesota 55101-2098

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