

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/13/2019

Contract/Lease Control #: C19-2835-RM

Procurement#: RFP RM 53-19

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/06/2019

Expiration Date: 08/05/2022 W/2 1 YR RENEWALS

Description of Contract/Lease: EMPLOYEE LONG TERM DISABILITY INSURANCE

Department: RM

Department Monitor: GIBSON

Monitor's Telephone #: 850-689-5977

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

Closed:

Cc: Finance Department Contracts & Grants Office

**Madison National  
Life Insurance Company**

**RATE CONFIRMATION**

1. Policyholder: Okaloosa Board of County Commissioners
2. Group Number: 35035
3. Insurance Product: Long Term Disability
4. Rate Coverage Period: October 1, 2021 – September 30, 2022

**Long Term Disability**

Premium Rates:

Core Plan:

	<b>Current Rates</b>	<b>New Rates</b>
<b>Coverage</b>	<b>Monthly Rate per Employee</b>	<b>Monthly Rate per Employee</b>
Long Term Disability	\$3.80	\$3.53

Buy-Up Plan:

	<b>Current Rates</b>	<b>New Rates</b>
<b>Coverage</b>	<b>Monthly Rate per Employee</b>	<b>Monthly Rate per Employee</b>
Long Term Disability	\$6.99	\$6.49

*Kelly Bida, Risk Manager 7/29/2021*

CONTRACT#: C19-2835-RM  
MADISON NATIONAL LIFE INSURANCE  
COMPANY, INC.  
EMPLOYEE LONG TERM DISABILITY INSURANCE  
EXPIRES: 08/05/2022 W/2 1 YR RENEWALS

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 201 845-6600	FAX (A/C, No):	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Madison National Life Insurance Company, Inc. 1241 John Q. Hammons Drive Madison, WI 53717	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Trumbull Insurance Company		27120
	INSURER C : ACE American Insurance Company		22667
	INSURER D :		
	INSURER E :		


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			13UUNBL6349	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			13UUNBL6349	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			13XHUBL3855	06/30/2021	06/30/2022	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WBAP5070	06/30/2021	06/30/2022	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability			G31326370004	06/30/2021	06/30/2022	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re: Madison National Life Insurance Company, Inc.**  
 Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage. Waiver of Subrogation applies per written contract with respect to the terms of the General Liability policy.

CONTRACT#: C19-2835-RM  
 MADISON NATIONAL LIFE INSURANCE COMPANY, INC.  
 EMPLOYEE LONG TERM DISABILITY INSURANCE  
 EXPIRES: 08/05/2022 W/2 1 YR RENEWALS

<b>CERTIFICATE HOLDER</b> Okaloosa County Board of County Commissioners 302 N. Wilson Street, Suite 301 Crestview, FL 32536	<b>CANCEL</b> SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Client#: 466412

GENEVHOLD

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/16/2020

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<b>PRODUCER</b> Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 201 845-6600      FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Madison National Life Insurance Company, Inc. 1241 John Q. Hammons Drive Madison, WI 53717	INSURER A : Trumbull Insurance Company      27120	
	INSURER B : ACE American Insurance Company      22667	
	INSURER C : Hartford Casualty Insurance Company      29424	
	INSURER D :	
	INSURER E :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

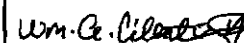
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B	Professional Liab		G31326370002	06/30/2020	06/30/2021	\$1,000,000 aggregate
B	Cyber Liability		D95265078	06/30/2020	06/30/2021	10,000,000 Occ./ Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Madison National Life Insurance Company, Inc.

Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage. Waiver of Subrogation applies per written contract with res; Liability policy.

CONTRACT#: C19-2835-RM  
 MADISON NATIONAL LIFE INSURANCE COMPANY, INC.  
 EMPLOYEE LONG TERM DISABILITY INSURANCE  
 EXPIRES: 08/05/2022 W/2 1 YR RENEWALS

<b>CERTIFICATE HOLDER</b> Okaloosa County Board of Commissioners 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

Procurement/Contract/Lease Number: C19-2835-RM Tracking Number: 3084-20  
Procurement/Contractor/Lessee Name: Madison Natimel Grant Funded: YES \_\_\_ NO X  
Purpose: amendment  
Date/Term: 8-5-22  
Amount: Employee paid  
Department: RM  
Dept. Monitor Name: Gibson

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-17-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: NO federal funds  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: NO Risk inherent in amendment  
Date: \_\_\_\_\_  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
Date: 10-23-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, October 23, 2019 8:38 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Edith Gibson  
**Subject:** RE: C19-2835-RM Amendment

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, October 17, 2019 11:38 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>  
**Subject:** C19-2835-RM Amendment

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST  
 JOINDER AGREEMENT FOR  
 LONG-TERM DISABILITY INSURANCE**

Okaloosa County Board of County Commissioners (the "Employer") hereby requests application for participation in National Insurance Services of Wisconsin Insurance Trust (the "Trust") for group long-term disability insurance benefits under a master group policy underwritten by Madison National Life Insurance Company, Inc. (the "Insurer"). The "Group Policy" means only the provisions of the master group policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

**A. Administrative**

- |                                  |   |
|----------------------------------|---|
| 1. Employer:                     | Okaloosa County Board of County Commissioners<br>Okaloosa County Risk Management<br>302 N Wilson Street, Suite 302<br>Crestview, FL 32536 |
| 2. Plan Number:                  | 1678  |
| 3. Nature of Business:           | Government  |
| 4. Frequency of Billing:         | Monthly   |
| 5. Original Plan Effective Date: | October 1, 2019 (Revised 9-30-19)   |
| 6. Coverage Replaced:            | LONG-TERM DISABILITY  |
| 7. Prior Carrier:                | STANDARD INSURANCE COMPANY  |
| 8. Term Date of Prior Coverage:  | October 1, 2019   |

**B. Class and Benefit Summary**

Class Number:	01	02
Eligible Class:	All Eligible Employees electing the Core Plan only	All Eligible Employees electing the Buy Up Plan
Employer Premium Contribution:	100%	100% (Core) 0% (Buy Up)
Initial Premium Rate:	\$3.80 per person per month	\$3.80 per person per month (Core) plus \$6.99 per person per month (Buy Up)
Initial Premium Rate Guarantee:	36 months until October 1, 2022	36 months until October 1, 2022
Elimination Period:	180 consecutive calendar days	180 consecutive calendar days
Minimum Hourly Work Requirement:	30 hours per week	30 hours per week
Waiting Period:	30 calendar days	30 calendar days

Okaloosa County Board of County Commissioners  
1678  
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GLDI-J100-(0413)

**CONTRACT #: C19-2835-RM  
 MADISON NATIONAL LIFE  
 INSURANCE COMPANY, INC.  
 EMPLOYEE LONG TERM DISABILITY INSURANCE  
 EXPIRES: 08/05/2022 W/ 2 - 1 YEAR RENEWALS**

Class Number:	01	02
Eligible Class:	All Eligible Employees electing the Core Plan only	All Eligible Employees electing the Buy Up Plan
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
New Employee Eligibility Date:	First of month following completion of the Waiting Period	First of month following completion of the Waiting Period
Minimum Participation Required:	100%	25%
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 90 days while on Employer Paid Sick Leave; Coverage with premium payment for up to 90 days while on Temporary or Indefinite Administrative or Involuntary Leave; Coverage with premium payment for up to 30 days while on Any Other Approved Leave	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 90 days while on Employer Paid Sick Leave; Coverage with premium payment for up to 90 days while on Temporary or Indefinite Administrative or Involuntary Leave; Coverage with premium payment for up to 30 days while on Any Other Approved Leave
Definition of Disability:	Zero Day	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	90 Working Days	90 Working Days
Recurrent Disability:	6 months	6 months
Predisability Earnings:	Base pay only	Base pay only
Maximum Monthly Covered Salary:	\$7,000	\$8,333
LTD Benefit Percentage:	50%	60%
Maximum Monthly Benefit:	\$3,500	\$5,000
Guarantee Issue:	\$3,500	\$5,000
Minimum Monthly Benefit:	\$100	\$100



Class Number:	01	02
Eligible Class:	All Eligible Employees electing the Core Plan only	All Eligible Employees electing the Buy Up Plan
Work Incentive Period:	First 12 months of Disability with Work Earnings	First 12 months of Disability with Work Earnings
LTD Benefit Calculation:	Standard - Non-Contract Day	Standard - Non-Contract Day
Sick Pay:	Sick pay plus LTD Benefit to 100% of Predisability Earnings	Sick pay plus LTD Benefit to 100% of Predisability Earnings
Social Security Integration:	Full Family	Full Family
Freeze Type:	General Freeze	General Freeze
Pre-Existing Condition Exclusion:	3 months/12 months - Initial amounts and coverage increases	3 months/12 months - Initial amounts and coverage increases
Mental Disorder Limitation:	24 Months Lifetime unless hospital confined	24 Months Lifetime unless hospital confined
Substance Abuse Limitation:	24 Months Lifetime unless hospital confined	24 Months Lifetime unless hospital confined
Special Conditions Limitation:	24 Months Lifetime unless hospital confined	24 Months Lifetime unless hospital confined
Claim Payment Method:	Monthly	Monthly
Reasonable Accommodation Expense Benefit:	Included	Included
Rehabilitation Benefit:	Included	Included
Survivor Benefit:	Included	Included

Maximum Benefit Period:

Class 01:

Age at Disablement	Benefit Duration
61 or younger	to age 65 or 5 years, whichever is shorter
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

Class 02:

Age at Disablement	Benefit Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

C. Payment of Premiums

1. **Premium Due Date.** Premium is due on the 1st of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October 1<sup>st</sup>).

2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in the Employer's Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
5. Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
  - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
  - b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

D. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
  - a) 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.
  - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification.
  - c) The premium contribution arrangement for insured employees changes or varies from that stated in the Employer's Joinder Agreement when issued or last renewed.
  - d) Plan design changes are requested by the Employer.
  - e) The Insurer and the Employer mutually agree to change premium rates.

2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.
- E. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.
- F. Information Required from Employer
1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
    - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
    - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
    - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
    - d) Occupational information and any other information that may be required to manage a claim.
    - e) Notification of an Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
    - f) Notice of any additional eligible employee segment(s).
    - g) Any other information that may be reasonably required.
  2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.
- G. Grace Period and Termination for Nonpayment
1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
  2. Grace Period means the 45 days following the Premium Due Date.
  3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
  4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

H. Termination for Other Reasons

1. The Policyowner may terminate the Group Policy and the Employer may terminate coverage under the Group Policy by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
  - a) The date stated in the notice; or
  - b) The Premium Due Date immediately following date the Insurer receives the notice.
  
2. The Insurer may terminate coverage under the Group Policy as follows:
  - a) On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage provided for under Employer's Joinder Agreement.
  - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
  - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
  - d) On the date the Employer breaches any part of the Entire Contract.
  
- I. Certificates. The Insurer will prepare Group Long Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
  
- J. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company. The Policyowner, Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. The Policyowner and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyowner or Employer respectively, or any of their respective representatives, agents or employees.
  
- K. Notice of Suit. The Policyowner and Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.
  
- L. Entire Contract and Changes
  1. The Group Policy, the Group Long Term Disability Insurance Certificate of Coverage, the Employer Joinder Agreement, the applications of the Policyowner, Employers and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.

2. The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to their Joinder Agreement. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.
- M. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.
- N. The undersigned Employer adopts and agrees to be bound by the terms and conditions of National Insurance Services of Wisconsin Insurance Trust Trust Agreement, as amended from time to time (the "Trust Agreement") and master group policy. Copies of these documents are available for employer review at Madison National Life Insurance Company, 1241 John Q. Hammons Drive, Madison, WI 53717.
- O. The Trust is a vehicle for obtaining group insurance plans in which employers join together as a single policyowner for the purchase and maintenance of group insurance policies.
- P. The Trust's Administrator shall provide participating employers the necessary information for applicable State and Federal compliance reporting requirements.

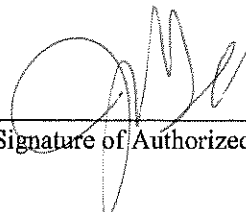
Q. The signatures below constitute acceptance of the undersigned employer as a participating member of the Trust.


Signed into effect this 5 day of November, 2019.

  
Signature of Authorized Employee of Employer



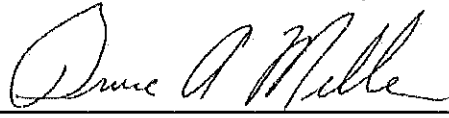
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Printed Name & Title of Authorized Employee

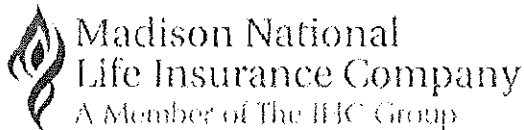
  
Signature of Authorized Employee of Employer



J.D. Peacock II  
Clerk of Circuit Court  
Printed Name & Title of Authorized Employee

Administrator:  
National Insurance Services of Wisconsin, Inc.

By:   
Bruce A. Miller, President  
September 30, 2019



## NOTICE OF PRIVACY PRACTICES AND PROTECTION

**This Privacy Notice is provided for your information -- keep a copy of it for your records.  
No response is required or requested.**

**Customer Privacy Is Our Business** - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

**What Information We Collect And How We Collect It** - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

**How Information Is Protected** - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

**Disclosure** - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- **Affiliates** - we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- **Agents and Brokers** - we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- **Joint Marketing** - we may provide information to non-affiliated third parties to jointly market insurance products or services.
- **Lending Institutions** - we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- **Government Entities** - we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- **Servicing organizations** - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

**About this Privacy Notice** - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

This Privacy Notice is distributed on behalf of the following Independence Holding Company entities and their affiliated organizations:

- Standard Security Life Insurance Company of New York
- Madison National Life Insurance Company, Inc.
- Independence American Insurance Company

For additional information, contact us at:

Attn: Privacy Officer  
Post Office Box 5008  
Madison, WI 53705



## NOTICE

This is a description of the identities of and relationships among the insurer, administrator, and policyholder of this coverage.

**Insurer:** Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this coverage. There is no ownership affiliation between MNL and National Insurance Services of Wisconsin.

**Administrator:** National Insurance Services of Wisconsin (NIS) manages the National Insurance Services of Wisconsin Insurance Trust and the Schools Insurance Fund of Wisconsin. NIS is the administrator of the trust listed below. NIS also provides administrative services for coverage issued to groups through the trusts, including but not limited to billing, client service, and contract and certificate issuance.

**Policyholder:** National Insurance Services of Wisconsin Insurance Trust





# Board of County Commissioners Purchasing Department

State of Florida

Date: June 14, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP RM 53-19

**Employee Vision, Employee Life, Employee Short-Term and Employee Long-Term Disability Insurance**

Okaloosa County would like to thank all businesses which submitted responses to the **Employee Vision, Employee Life, Employee Short-Term and Employee Long-Term Disability Insurance** solicitation. (RFP RM 53-19)

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

**EyeMed Vision Care, LLC-Vision Portion**  
4000 Luxottica Place  
Mason, OH 45040

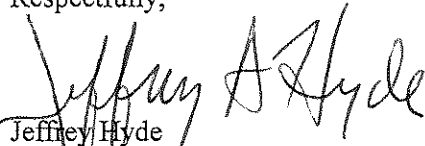
**Minnesota Life Insurance Company (OCHS)-Long Term Disability and Life Insurance Portion**  
400 Robert Street N.  
St. Paul, MN 55101

**Short-term Disability not awarded at this time.**

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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager

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

Procurement/Contract/Lease Number: TBD 53-19 Tracking Number: 3432-19  
Procurement/Contractor/Lessee Name: Madison National Grant Funded: YES \_\_\_ NO X  
Purpose: LTD - Employee Paid  
Date/Term: 3yrs w/ 2lyc renewal 1.  GREATER THAN \$100,000  
Amount: Employee Paid 2.  GREATER THAN \$50,000  
Department: RM 3.  \$50,000 OR LESS  
Dept. Monitor Name: Gibson

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Victoria Mason Date: 7-3-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 7-3-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 7-3-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Edith Gibson  
**Sent:** Wednesday, July 03, 2019 5:16 PM  
**To:** DeRita Mason; Karen Donaldson; Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Madison Life Contract LTD

Hi DeRita,

This contract is approved by Risk Mgt.

Thanks,

Edith Z. Gibson  
Risk Manager  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, FL 32536  
Office: 850-689-5979  
Cell: 850-585-8915  
[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)



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.

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, July 3, 2019 8:49 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** Madison Life Contract LTD

Please review and let me know if this is approved. I sent it back to their attorney. We accepted all their changes, so they should be good to go. They didn't have any exceptions to the risk section.

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, July 03, 2019 12:37 PM  
**To:** DeRita Mason  
**Cc:** Edith Gibson; Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: Madison Life Contract LTD

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, July 3, 2019 9:49 AM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Edith Gibson <egibson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** Madison Life Contract LTD

Please review and let me know if this is approved. I sent it back to their attorney. We accepted all their changes, so they should be good to go. They didn't have any exceptions to the risk section.



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**CONTRACT**  
**For RFP 53-19**  
**Employee Long Term Disability Insurance**

This Contract executed and entered into this      day of AUG 03 2019, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Madison National Life Insurance Company, Inc. (hereinafter the "Contractor"), a Foreign Profit Corporation, whose principal address is 1241 John Q. Hammons Dr., Madison, WI 53717, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for Employee Life and Employee Long Term Disability Insurance; and

**WHEREAS**, after due review of all bids, Madison National Life Insurance Company, Inc. has been selected for the Employee Long Term Disability Insurance; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Federal Regulations, attached hereto and made a part of the contract.
2. Exhibit "B", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFP RM 53-19**, Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance date of opening May 2, 2019 at 3:00 P.M. and any addendums thereto.
3. Exhibit "C", Rates

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "B".

CONTRACT: C19-2835-RM  
MADISON LIFE INSURANCE COMPANY, INC.  
EMPLOYEE LONG TERM DISABILITY INSURANCE  
EXPIRES: 08/05/2022 W/2 1 YR RENEWALS

### **III. Invoice Requirements**

The Contractor shall submit all invoices to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "B and C".

### **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective when all parties have signed and will continue for three (3) years. The contract may be renewed for an additional two (2) one (1) year renewals upon mutual agreement of both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

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



## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

Edith Gibson, Risk Management Director  
5479B Old Bethel Rd.  
Crestview, FL 32536  
Phone: 850-689-5970  
Email: egibson@myokaloosa.com

**The authorized representative for Madison National Life Insurance Company, Inc. shall be:**

Jessica Grinsteinner  
1241 John Q. Hammond Drive  
Madison, WI 53717  
Phone: 800-392-7295  
Email: [jgrinsteinner@ochs.com](mailto:jgrinsteinner@ochs.com)

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

**IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

**X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the contract, 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 service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, 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.

## **XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract 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.

## **XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

## **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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.

## **XV. Independent Contractor**

Contractor enters into this Contract 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 Contract.

**XVI. Third Party Beneficiaries**

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

**XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly from the Contractor's fraudulent conduct, embezzlement, intentional or willful misconduct, or gross negligence in performing or failing to perform on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

**XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of Madison National Life Insurance Company, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Madison National Life Insurance Company, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**XVI. 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 Contract. 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.

## **XX. Insurance**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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.
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 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

### **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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **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><b>LIMIT</b></u>
1. Worker's 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
5.	Cyber Liability	\$1,000,000 each occurrence
6.	Professional Liability	\$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.

**Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.**

**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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## **XXI. 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, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement.



Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its 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.

## **XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

## **XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

## **XXIV. Vendors on Scrutinized Companies List:**

By executing this Agreement, Madison National Life Insurance Company, Inc., the Contractor, 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 immediately terminate this Agreement for cause if the Contractor 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 Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor 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 Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 14, this Section 14 shall be null and void.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

MADISON NATIONAL LIFE  
INSURANCE COMPANY, INC.

Drain Thomsen, VP. Underwriting  
Printed Name/Title

*Drain Th*  
Signature

July 8, 2019  
Date:

OKALOOSA COUNTY, FLORIDA

*Charles K. Windes, Jr.*  
Charles K. Windes, Jr., Chairman

Date: AUG 06 2019

ATTEST:

*Samy J. Stafford*  
J.D. Peacock II, Clerk

Standard Contract Clauses

Exhibit “

“A”

**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).

EXHIBIT "C"  
SCOPE OF WORK AND RATES FOR LONG TERM DISABILITY

# EXHIBIT "B"



## REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:  
Employee Life, Employee Vision,  
Employee Short-Term and Employee Long Term  
Disability Insurance

RFP NUMBER:  
RFP RM 53-19

ISSUE DATE:	April 8, 2019	8:00 A.M. CST
LAST DAY FOR QUESTIONS:	April 22, 2019	3:00 P.M. CST
RFP OPENING DATE & TIME:	May 2, 2019	3:00 P.M. CST

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

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance Risk Department. All terms, specifications and conditions set forth in this RFP must be 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 envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. 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 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: JGrinsteinner@ochsinc.com

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.

If selected as a finalist, 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 County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Diann Thumser

TITLE: Vice President DATE 4/29/19



## COMPANY DATA

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

Physical Address & Phone #: **1241 John Q. Hammons Drive**  
**Madison, WI 53717**  
**Phone: 800-392-7295**

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

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

Cell #: **800-392-7295**

Email: **JGrinsteinner@ochsinc.com**

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

Respondent's License #:

Respondent's DUNS #: **The only rating we obtain is for AM Best. Other carriers have ratings from Duns, Moody and/or Standard and Poor, but IHC has made a conscious decision not to pursue others.**

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

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



## **LIST OF REFERENCES**

1. Owner's Name & Address: **Broward County Clerk of Courts**

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**201 SE 6th Street, Fort Lauderdale, FL 33301**

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Contact Person: **Linda Agnew**

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Telephone: **(954) 831-6243**

Email: **lagnew@browardclerk.org**

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2. Owner's Name & Address: **City of Melbourne**

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**900 E Strawbridge Avenue, Melbourne, FL 32901**

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Contact Person: **Ruth Lovejoy**

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Telephone: **(321) 608-7802**

Email: **Ruth.lovejoy@mlbfl.org**

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3. Owner's Name & Address: **Olmsted County**

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**151 4th Street SE, Rochester MN 55904**

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Contact Person: **Cindy Ronningen**

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Telephone: **(507) 328-7710**

Email: **ronningen.cindy@co.olmsted.mn.us**

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## **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

**If selected as a finalist, 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 County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

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

Printed Name and Title of Authorized Representative



Signature

4/29/19

Date

# LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

## APPENDIX A, 49 CFR PART 20--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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 (as amended by the Lobbying Disclosure Act of 1995). 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 Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
4/29/19

\_\_\_\_\_  
Date

## CONE OF SILENCE

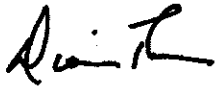
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the proposer (or its agents 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 \_\_\_\_\_ representing  
Signature, Diann Thumser, Vice President

Madison National Life Insurance Company, Inc.  
Company Name

On this 29th day of April 2019 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.

## 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

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

PHONE NO.: 800-392-7295

E-MAIL : JGrinsteinner@ochsinc.com

DATE: 4/29/19

## 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. 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: April 29, 2019

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

E-MAIL: JGrinsteinner@ochsinc.com

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: 4/29/19

SIGNATURE: 

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

ADDRESS: 1241 John Q. Hammons Drive

TITLE: Vice President

Madison, WI 53717

E-MAIL: JGrinsteinner@ochsinc.com

PHONE NO.: 800-392-7295



## INDEMNIFICATION AND HOLD HARMLESS

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.

If selected as a finalist, 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 County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.

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

Respondent's Company Name



Diann Thumser, Authorized Signature – Manual

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

Physical Address

**Diann Thumser**

Diann Thumser, Authorized Signature – Typed

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

Mailing Address

**Vice President**

Title

**800-392-7295**

Phone Number

**651-665-3791**

FAX Number

**800-392-7295**

Cellular Number

**800-392-7295**

After-Hours Number(s)

4/29/19

Date

**JGrinsteinner@ochsinc.com**

Email

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](http://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](http://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: The only rating we obtain is for AM Best. Other carriers have ratings from Duns, Moody and/or Standard and Poor, but IHC has made a conscious decision not to pursue others.

CAGE Code: Not applicable

## Claims



Most groups are assigned a dedicated Claims Specialist as their single point of contact for claims information. Madison National Life (Madison National Life) registers and assigns a Claims Specialist within two working days of receipt of a complete claim. Claim turnaround times are based upon all information (the Attending Physician's Statement, Employer's Statement and Employee's Statement) being received. Madison National Life contacts the claimant within five business days after receipt of claim. A letter is sent to the claimant acknowledging receipt of the claim. Review of the claim information must be completed within five business days and a letter is sent to the claimant indicating if more information is required. Telephonic review of the claim information must be completed within five business days and a letter is sent to the claimant indicating if more information is required. Telephonic interviews may take place during this time with the employer and/or the claimant. If no additional information is required, the secondary review process is started to assure accuracy. If approved, the letter is sent to the claimant and copied to the employer. Madison National Life (Madison National Life) audits a minimum of two claims per month per Claims Specialist. The audit reviews benefit payment accuracy, claim management, procedural compliance, documentation and correspondence. Audits reflect 97% accuracy in claim payments. Callers always speak with a live attendant and phone calls and e-mails are responded to within 24 hours of receipt.

Approved Claims are paid via mailed check. Direct deposit is also available for LTD.



## Reports

Claim reports with payment history are provided to the employer on a quarterly basis. Claimants and Employers also have real-time access to claim payment information and status of a claim through our secure website.

Experience reports can be created on an annual basis, or more or less frequently depending on the County's needs and are provided at no cost. Experience data standardly includes Earned Premium, Paid Claims, Open Reserves, and IBNR Loss ratios are provided both on a periodic (i.e. annual) and combined basis. A listing of open claims is also provided with the Experience data.

Additional ad hoc reports can be provided to the County as requested at no additional charge.

Please see the attached Sample Claims Status Report and the Experience and Open Claims Listing.

We welcome additional discussions regarding your reporting needs.



Rating Search:  Search

Print PDF Help

[Advanced Search](#)

## Madison National Life Insurance Company, Inc.

A.M. Best #: 006678 NAIC #: 65781 FEIN #: 390990296

**Mailing Address**

[View Additional Address Information](#)

P.O. Box 5008

Madison, WI 53705-0008

United States

**Web:** [www.madisonlife.com](http://www.madisonlife.com)

**Phone:** 608-830-2000

**Fax:** 608-830-2700

Assigned to insurance companies



that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 055438 - Geneve Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

**Rating:** A- (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** IX (\$250 Million to \$500 Million)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** December 19, 2018  
**Initial Rating Date:** June 30, 1972

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Financial Analyst:** Brian Virostek  
**Director:** Joseph R. Zazzera  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a-  
**Outlook:** Stable  
**Action:** Affirmed

#### Disclosure Information

**Disclosure Information Form**  
[View A.M. Best's Rating Disclosure Form](#)

#### Press Release

AM Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries  
December 19, 2018

**Effective Date:** December 19, 2018  
**Initial Rating Date:** June 20, 2005

u Denotes Under Review Best's Rating

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

##### Financial Strength Rating

###### Effective Date Rating

12/19/2018	A-
12/20/2017	A-
12/22/2016	A-
4/8/2016	A-
1/6/2016	A- u
12/10/2015	A-
12/2/2014	A-

##### Long-Term Issuer Credit Rating

###### Effective Date Rating

12/19/2018	a-
12/20/2017	a-
12/22/2016	a-
4/8/2016	a-
1/6/2016	a- u
12/10/2015	a-
12/2/2014	a-

#### Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 1/2/2019 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

## Press Releases

Date ▾	Title
Dec 19, 2018	AM Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Dec 20, 2017	A.M. Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Dec 22, 2016	A.M. Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Apr 08, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Independence Holding Company and Its Subsidiaries
Jan 06, 2016	A.M. Best Places Ratings of Independence Holding Company and Its Subsidiaries Under Review with Developing Implications
Dec 10, 2015	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Dec 02, 2014	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 19, 2013	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 16, 2012	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 21, 2011	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries

Page size: 10 ▾ 16 items in 2 pages

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Best's Credit Rating



Best's Credit Ratings  
Mobile App



#### European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

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Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.



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# 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



# State of Florida

INSURANCE DEPARTMENT

TALLAHASSEE, FLORIDA

## COMPANY LICENSE AND CERTIFICATE OF AUTHORITY

MADISON NATIONAL LIFE INSURANCE CO , INC  
6120 UNIVERSITY AVENUE  
MIDDLETON, WI 53562

06	01	88	10	01	05164	44144201	200.00	05164	05	31	89
ISSUE DATE		TYPE	CLASS	LICENSE OR PERMIT NUMBER		APPLICATION	TAXES & FEES	COMPANY CODE	EXPIRATION DATE		

HAVING FILED A SATISFACTORY FINANCIAL STATEMENT IN ACCORDANCE WITH THE LAWS GOVERNING SUCH COMPANY, OR ASSOCIATION, IS HEREBY AUTHORIZED TO WRITE THE FOLLOWING COVERAGES IN THE STATE OF FLORIDA, SUBJECT TO COMPLIANCE BY SAID COMPANY WITH ALL APPLICABLE LAWS OF FLORIDA.

400 LIFE  
440 CREDIT LIFE AND/OR CREDIT A&H

*Bill Gunter*

STATE TREASURER  
INSURANCE COMMISSIONER  
FIRE MARSHAL

State of  Florida

*Department of Insurance and Treasurer*

THE CAPITOL  
TALLAHASSEE 32399-0300

M E M O R A N D U M

TO : The Insurance Company Addressed  
FROM : The Chief Examiner's Office  
SUBJECT : 1988-89 Certificate of Authority  
DATE : May 9, 1988

Enclosed you will find your Company's 1988-89 Certificate of Authority to transact insurance business in Florida.

However, please be advised this Certificate of Authority does not, in any way, constitute a cancellation or rescission of any current legal order or voluntary agreement between this Department and your Company, if such exists. Unless otherwise advised in writing, your Company is required to maintain any order or agreement set forth by this Department prior to the receipt of this Certificate of Authority.

Please do not hesitate to contact the Chief Examiner's Office at (904) 488-5531 for Property and Casualty and (904) 487-2106 for Life and Health.

CEO:NB  
Enclosure

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>201 845-6600</b>	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Madison National Life Insurance Company, Inc. 96 Cummings Point Rd. Stamford, CT 06902	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Hartford Underwriters Insurance Company	<b>NAIC #</b> 30104
	<b>INSURER B :</b> Hartford Casualty Insurance Company	29424
	<b>INSURER C :</b>	
	<b>INSURER D :</b> AIG Specialty Insurance Company	26883
	<b>INSURER E :</b> Illinois National Insurance Company	23817
<b>INSURER F :</b>		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10UENZP9778	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENZP9778	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			10XHUZP9681	06/30/2017	06/30/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				
D	Professional Liab			015897367	06/30/2017	06/30/2018	\$1,000,000 aggregate
E	Cyber Liab			015896935	06/30/2017	06/30/2018	\$10,000,000 limit
	both claims made						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER**

**CANCELLATION**

Madison National Life Insurance Company, Inc. 1241 John Q. Hammons Drive Madison, WI 53717	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

## **Hold Harmless**



The County has Madison National Life's assurance that it shall not be liable for any loss or liability due to, or resulting from, errors or omissions by Madison National Life in the underwriting of the application, the issuing of policies, or the administration of claims under the insurance policies issued to the County, or its employees.

With respect to the administrative duties which the County will perform in connection with the Madison National Life insurance plan, Madison National Life expects the County at all times to use ordinary care and reasonable diligence in the performance of these administrative duties. Madison National Life in turn will not look to the County for any loss under any insurance policy or certificate issued to the County or its employees that results from a mistake in judgment or other action taken in good faith by the County. However, any loss resulting from gross negligence, bad faith, fraud or willful misconduct will not fall within the scope of this assurance.



## VALUE ADDED BENEFITS

**Available for those insured through the group disability insurance plan**

<b>Simplified Administration</b>	Disability Insurance comes with administrative challenges. We work to keep your reporting, billing and tracking to a minimum.
<b>Employee Assistance Program (EAP) And Claim Assist</b>	Tackle Absenteeism, Presenteeism, Tardiness and Low Motivation with our FREE EAP.
<b>Identity Theft Assistant Services</b>	Covered employees and their families receive no-cost, 24/7 help if they should become victims of Identity Theft.
<b>Proactively@Work <i>Absence and Disability Management</i></b>	Proactive approach to managing disability and absence specifically designed for local governmental organizations.

See additional details on the following pages.

## Simplified Administration

You will receive documentation on all paid claims. This documentation contains information that you may need to fulfill federal (FUTA) and state (SUTA) unemployment-tax reporting requirements, as well as any other state-reporting requirements.

### **FICA Payment and Reporting for Disability Claimants:**

- **Social Security and Medicare Taxes** – Disability Carrier will pay the employers portion of Social Security and Medicare Taxes for Long Term Disability. This benefit is available for Short Term Disability upon request at premium.
- **Third Party Sick Pay** – Carriers will report Third Party Sick Pay payments on form 941. Employer will not be responsible for incorporating Third Party Sick Pay payment when reporting payroll taxes.
- **W2 Forms** – Carriers will prepare and submit W2 Forms for covered employees showing the taxes withheld for Third Party Sick Pay and FICA.



## **Employee Assistance Program (EAP) and Claimant Assist**

Covered employees as well as Disability Claimants can receive no-cost confidential help for a wide variety of needs and concerns.

### **EAP**

The EAP lines are available 24/7

- No one is sent to an automated system

Each call is answered and managed from start to finish by a masters-level clinician

Clinicians provide solutions that include:

- Meeting with Mental Health Counselor
- Negotiating Medical Insurance benefits
- Referrals to community resources
  - Attorneys
  - Childcare
  - Eldercare
  - Financial Services

### **Claimant Assist**

- Offers guidance and counseling services to LTD claimants and immediate family members
- Access to masters-degreed counselors 24/7
- Three in person sessions
- Legal assistance
- Financial consultation
- Childcare and Eldercare referrals

### **Help in Areas of Need for:**

- Depression
- Stress Management
- Anxiety
- Marital Difficulties
- Relationship Problems
- Family Conflict
- Alcohol or Drug Addictions
- Financial or Legal Concerns
- Parenting Concerns
- Problem Gambling
- Eating Disorders
- Child and Elder Care

## **Identity Theft Assistance Services**

Identity Theft is a topic that weighs heavily on the minds of individuals in the work place. You can help ease some of that anxiety and add tremendous value to your benefits package at no cost. This program benefits the employer as well, since restoring identities can be extremely time-consuming. With help and support your employees will be more focused and efficient at work, eliminating costly presenteeism.

### **How it works:**

Identity Theft Services provides valuable guidance and support if participants or their family members suspect they are being victimized. One call to an Identity Theft Certified Risk Management Specialist will provide assistance with assessing the situation and creating a plan of action to restore their good name.

### **Support**

- Determine the scope of the problem
- Guidance through the resolution process
- Notification of law enforcement or local governmental agencies
- Filing of Identity Theft Victim's Complaint and Affidavit
- Notify the credit bureaus with fraud alerts
- Documentation and follow-up
- And more

## **ProActively@Work**

Allow us to be an extension of your Benefit Administration Team. Our aim is to reduce employer costs, help disabled employees to lead productive lives by treating each employer and employee like a customer not a case. Our rehab intervention will get employee's back to work faster. We connect claimants to local vocational rehabilitation resources in their own area, instead of trying to manage from a big corporate office with a "one-size-fits-all approach." Your employee will benefit from qualified local resources from the medical community, labor market and other assistance resources available.

### **Specific to Government Employees:**

- Understand the difference between an elected official and permanent civic employee
- Knowledge of non-standard benefits and collective bargaining agreements impact on claims
- Quick evaluation of the impact of a disability

### **Return-to-Work Services**

- Working with supervisors to facilitate employees staying on the job or returning to work after an absence or disability
- Worksite modifications
- Determining light-duty jobs that employees can perform while recovering
- Working with Mental Health Specialist
- Vocational Assistance (transferable skills analysis, job readiness/placement services, vocational testing and more)

### **Other Benefits and Services:**

- Streamlined Medical Reviews
- Reasonable Accommodation Expense Benefit
  - Carrier will reimburse an employer for worksite modifications to help their employees return to work
- Quick answers
- Contact within 5 days of receipt of claim form, employer statement and treating physical statement
- One point of contact
  - Your employee will work with the same Claim Specialist throughout the duration of their disability



## INFORMATION RIGHT AT YOUR FINGERTIPS

We can offer each client tailored products and services they need while other companies struggle with this customization. We are dedicated to personalizing your service needs and will work with you to provide simplified and stress-free administration.

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### Online Forms and Certificates

- Administrative Insurance Forms
- Insurance Certificates
- Frequently Asked Questions

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### Online Administration

- View and modify employee information
  - Name change, salary change, etc.
- Enroll a new employee or notify us of a termination
- Enroll rehired/reinstated employees
- Calculate premium for voluntary coverage
- Print individual benefit summaries
- Generate and print your bills

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### Online Reporting

- Generate a census
- Look up current Evidence of Insurability status
- See future premium/volume changes due to age
- View monthly claim statements
- View/print prior bills

---

### Online Claims Management

- 24/7 online status and review of a claim
- Payment information

## **Disability Definitions**

**Note that this document includes very general descriptions of some provisions of our plans. These may not apply to all groups.**

**Disability or Disabled:** As a result of sickness or injury, the employee is unable to perform some or all of the duties of his or her job.

**Elimination Period:** Consecutive dates of disability during which no benefit is payable. This period can be consecutive working days or consecutive calendar days. For STD, there can be two different types of Elimination Periods for sickness and accident.

**Cumulative Elimination Period:** Allows an Insured to attempt a return to work during the Elimination Period without having to start the Elimination Period over. An Insured would not be required to restart their elimination period unless the number of days returned exceeds the amount of days specified in the policy.

### **Definition of Disability:**

a. **Total Disability:** The employee is unable to perform a majority of his or her duties on a full-time basis. There are no partial disability benefits available. The insured must be totally disabled through the elimination period and after.

b. **Partial Disability:** The claimant must be Totally Disabled during the elimination period, and then can be Partially Disabled after the elimination period (once benefits are payable).

c. **Zero Day:** An enhanced version of the Partial Disability definition. An employee can be partially disabled during the Elimination Period as well.

**Own Job:** An employee must be disabled from doing their current job at their current employer, based upon the job duties outlined by that specific employer.

**Own Occupation:** An employee must be disabled from doing their current occupation as performed in the national economy instead of how tasks are performed for a specific employer or at a specific location. Duration is outlined in the Joinder Agreement/Certificate.

**Any Occupation:** An employee must be disabled from doing any occupation for which they are qualified by education, training, or experience.

**“And” Definition:** The claimant must experience both loss of duties AND a loss of income (subject to the earnings threshold).

**“Or” Definition:** The claimant may only satisfy either a loss of one or more duties OR a loss of income

**Predisability Earnings:** An employee’s earnings, as defined in the plan, before becoming disabled.

**Earnings threshold:** This is the amount of income that the claimant has to "lose" (or the reverse, the maximum they can make) in order to still qualify for Partial Disability Benefits. A standard example would be 80%/80% – this refers to the earnings threshold during the own occ and any occ periods; so in this instance, the employee can make up to 80% (or lose at least 20%) of their pre-disability earnings and still be eligible to receive disability benefits from the carrier. In this case, this is true both during the Own Occ and Any Occ periods.

**Maximum Covered Salary:** The highest salary covered by the policy. Can vary by class.

**Benefit Percent:** The percentage of Pre-Disability Earnings that is paid as a benefit.

**Maximum Monthly Benefit:** The Maximum Covered Monthly Salary times the Benefit Percent

**Minimum Monthly Benefit:** The minimum amount the carrier will pay monthly to a disabled insured

**Maximum Benefit Duration/Period:** The maximum amount of time that a claimant can remain on disability as long as he/she remains disabled as defined by the policy.

**Pre-existing Condition:** A mental or physical condition whether or not diagnosed or misdiagnosed for which you have 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 a specified period just before the effective date of insurance.

**Mental Disorder/Illness:** Any mental, emotion, behavioral, etc. disorder that is listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Substance Abuse:** A condition resulting from the abuse of a chemical substance, as defined by the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Self-Reported / Special Condition:** A condition which is based on self-reported symptoms and is not verifiable using objective medical tests, procedures or clinical examinations standardly accepted in the practice of medicine.

**Recurrent Disability:** Disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable. The new disability will be considered an extension of the prior disability if occurs within a specified period of time.

**Rehabilitation:** Designed to help the claimant return to the work force. Could include spouse benefits, child care benefits, accommodation benefits, job training, etc. It may also include a reduced offset with return to work earnings.

**Waiver of Premium:** Premium payments are waived for any period during which benefits are payable.

**Leave of Absence:** a period of time that one must be away from one's primary job, while maintaining the status of employee.

**Survivor's Benefit:** In the event of a claimant's death, a benefit is paid out to an eligible beneficiary. The amount is a multiple of the monthly disability benefit that was being paid. It could be based on the last net benefit or gross benefit.

**Cost of Living Adjustment:** This provision allows for a disability benefit to be adjusted based on factors specified in the plan. The adjustment could be based on CPI, SSDI adjustments, a flat amount as specified in the plan, etc.

**Specific Loss / Presumptive Disability / Dismemberment & Loss of Sight:** Additional benefit payable if disability is caused by specific events.

**Core / Buy-ups:** The Core refers to the employer contribution of the benefit. The Buy-Up is the employee's opportunity to elect a higher benefit percentage, shorter elimination period, or longer benefit duration, at an additional cost.

**Calculation Method:**

- a. **Direct Offset:** Our benefit is directly reduced by deductible income.
- b. **All Sources Maximum (ASM):** The benefit will not be reduced unless income from all sources exceeds the ASM.
- c. **Some Sources Maximum:** The benefit will not be reduced unless income from specified sources exceeds the Some Sources Maximum

**Other Income Integration:** Other benefits that the employee may be receiving that can potentially reduce the disability benefit. This can included but is not limited to Social Security, Sick Pay, the State Plan, and Worker's Compensation. These vary greatly by state and by employer.

**Social Security Integration:**

- a. **Full Family:** All family social security disability benefits received due to the insured's disability may offset the disability benefit amount
- b. **Primary Only:** Only the employee's social security disability benefits received may offset the disability benefit amount

**Integration with State Plan:** Employees share in the cost of providing retirement benefits. The employee's share is a set percent of salary and is automatically deducted from each paycheck. Salary includes all wages paid, from public funds, which are earned on the covered job while working for the State.

**Work Incentive:** Period of time where we will not offset with income received until it exceeds 100% of pre-disability earnings.

**Continuity of Coverage:** If an employee is eligible and covered under the prior plan on the day immediately before the effective date of the plan, he/she will also be eligible and covered under the new

plan even if not meeting the Active Work requirement. The benefit will be the lesser of the one payable by the prior plan or our plan.

Continuity of Coverage not only addresses the employees not actively at work on the effective date but also what happens to employees who are still satisfying their new employee waiting period and/or pre-existing condition qualifying period with the prior carrier at the time of take over.

**Indexing:** Adjusting your pre-disability earnings by the rate of the CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers). The maximum adjustment can vary by plan.

**Guarantee Issue:** The benefit amount that is guaranteed without being subject to evidence of insurability. Unless specifically stated, the Guarantee Issue does not apply to late enrollees.

**Subrogation:** If benefits are paid to you under the policy as the result of any act or omission of a third party, we will be subrogated to rights of recovery you may have in respect to such act or omission.

**General Freeze:** Our plan will not offset with any cost of living increases for any Deductible Income except for Work Earnings

**Sick Pay Integration:** The way that sick pay offsets the disability benefit.

- a. **Direct (TD or SL):** If a claimant elects to receive sick leave while on disability, our plan will directly offset with it.
- b. **“Greater of (#) Calendar days or End Of Sick Leave”** All accumulated sick leave must be used before benefit payments begin.
- c. **Sick Pay plus Disability to 100% of Pre-Disability Earnings:** Our plan will not offset with sick leave unless sick pay plus our benefit exceeds 100% of pre-disability earnings.
- d. **Pays in addition to sick leave:** Sick leave is not used as an offset.

**Funding:** The way premiums for insurance are paid.

- a. **Non-contributory:** Premiums are 100% paid by the Employer
- b. **Contributory/voluntary:** Premiums are 100% paid by the Employee
- c. **Core / Buy Up or Partial Contribution:** Premiums are a percentage of employer paid and a percentage of employee paid.

**Minimum Participation:** The minimum amount of employees of the group that must participate in order to keep benefits in-force.



**Conversion of Insurance:** When an Insured Person's insurance ends under the Group Policy, he or she may buy LTD conversion insurance at a reasonable group rate rather than finding an individual policy on their own.

**Reasonable Accommodation Expense Benefit:** A benefit that will reimburse an employer for worksite modifications to help their disabled employees return to work. They are willing to spend any reasonable amount. Worksite modifications include special desk chairs, modified computer desks, hearing aids, etc.

**Child-Family Care Expenses:** The amount the Insured Person pays to a licensed care provider (who is not a relative) for the care of the Insured Person's Child or Family Member. The care expense must be necessary in order for the Insured Person to work, and the insured person must not be reimbursed for this cost elsewhere. Once the employee provides proof of the expense, the deductible work earnings are reduced by the percentage or amount specified in the policy.

**ADL (Activities of Daily Living) Benefit:** A benefit paid to the claimant that pays for help with routine activities that people tend to do every day without needing assistance. There are six basic ADLs: eating, bathing, dressing, toileting, transferring (walking), and continence.

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

## ABOUT

Madison National Life Insurance Company, Inc. (Madison National Life) was founded in 1961 and is headquartered in Madison, Wisconsin. The company is a wholly-owned subsidiary of Independence Holding Company (IHC Group), which gives them the financial strength and stability to withstand the winds of change.

Madison National Life is licensed in 49 states, American Samoa, the District of Columbia, and the Virgin Islands and is accredited as a reinsurer in the state of New York.

## CLAIMS MANAGEMENT

Employees work with a single point of contact for the duration of their disability and receive:

- Expedited answers - Madison National Life will respond to employee/employer questions within 24 hours during business days.
- Quick turnaround times - Employees can expect to be contacted within 5 business days after Madison National Life receives all claim information (claim form, employer statement, and treating physician statement).

## SOCIAL SECURITY ASSISTANCE

All qualified claimants are referred to Social Security Disability Income (SSDI) experts who specialize in SSDI law and claims processing. The expert will assist with the application process from beginning to end. If the insured is denied at any level, the vendor will assist with an appeal, including going to the claimant's hearing.

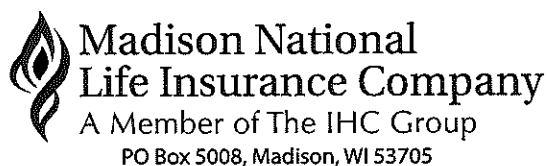
## FINANCIAL OUTLOOK

Madison National Life is rated "A-" (Excellent) by A.M. Best Company, a widely recognized rating agency that rates insurance companies on their relative financial strength and ability to meet their obligations to their insureds. (An A++ rating from A.M. Best is its highest rating). Madison National Life's rating signifies they have a strong foundation to meet the ongoing obligations to policyholders.

## EXPERIENCE

Madison National Life has provided group life and disability insurance since 1983 and:

- » Insures over 1,700 school districts, cities, and counties
- » Holds business retention rating of 96.5%
- » Understands the intricacies of union negotiated contracts and benefits
- » Works routinely with school districts and understands:
  - Offsets for Public Employee Retirement System (PERS)
  - State Teacher Retirement System (STRS)
  - Extended sick leave accumulations
  - 90% benefit plans
  - Summer coverage variances



May 2, 2019

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

Re: RFP RM 53-19

On behalf of **Ochs, Securian Financial Group, and Madison National Life Insurance Company, Inc.**, we are pleased to present our proposal for Life, AD&D and Disability Insurance. Ochs specializes in working with public employers and meeting their group insurance needs. Serving as the main point of contact, Ochs simplifies both the initial implementation and ongoing administration process for clients.

**We offer flexibility** – select both the Life and Disability proposals together, or select one proposal independently, with no impact to quoted rates.

**Proposed financial savings** (see the Proposed Rates document for complete details)

- **\$7,359** - estimated total annual premium **savings** for Life and AD&D
- **Basic Life** - 31% reduction to current rates
- **Short Term Disability** - A pricing structure designed for plan stability and financial viability
- **Long Term Disability** - A pricing structure designed for plan stability and financial viability

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

- Increased spouse supplemental life guarantee issue from \$25,000 to \$50,000
- Increased child supplemental life maximum and guarantee issue amount from \$10,000 to \$20,000
- Child life eligibility age includes live birth to age 26, with an annual guaranteed issue enrollment opportunity

Our focus is on making the lives of clients easier and the lives of employees more financially secure. We do this with a reputation of exceptional service and from a position of strength in the industry. Thank you for your consideration and please reach out to me with any questions you may have.

Sincerely,



Jessica Grinsteinner, Sales Representative  
P: 1-800-392-7295 E: [jgrinsteinner@ochsinc.com](mailto:jgrinsteinner@ochsinc.com)

---

*Life and AD&D Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, affiliates of Securian Financial Group, Inc. and Disability Insurance products are issued by Madison National Life Insurance Company, Inc.*



More value. More choice. More support.

# ROLES AND RESPONSIBILITIES

Working together to offer comprehensive, innovative and customized employee benefit plans.

## PUBLIC EMPLOYER

Selects And Endorses Ideal Benefit Plans For Employees

- Promotes benefits education and enrollment
- Works with Ochs as main point of contact

**SECURIAN FINANCIAL**  
Life/AD&D Insurance

- Contracts and Certificates
- Authorized Signatures
- Claims adjudication



**MADISON NATIONAL**  
Disability Insurance

- Contracts and Certificates
- Authorized Signatures
- Claims adjudication

**OCHS**

**Brings Insurance Carriers And Resources Together**

- Delivers product, pricing and rate stability advantages
- Serves as the main point of contact for streamlined service
- Provides day-to-day customer service and problem resolution
- Creates customized marketing materials and communications

Life and AD&D insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, A New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in St. Paul, MN. Product availability and features may vary by state. Securian Financial is the marketing name for Securian Financial Group, Inc., and its affiliates. Minnesota Life Insurance Company, Securian Life Insurance Company and Ochs, Inc. are affiliates of Securian Financial Group, Inc.

Disability Insurance is issued by Madison National Life Insurance Company, Inc. National Insurance Services provides some administrative services for products issued by Madison National Life Insurance Company, Inc.

Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Ochs, Inc., A Securian Financial Company • ochs@ochsinc.com • 651-665-3789 • 1-800-392-7295 • www.ochsinc.com

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**Okaloosa County Board of County  
Commissioners**

**Group Life and AD&D  
PROPOSAL**

May 2, 2019

**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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## **PLAN ENHANCEMENTS**

We understand how valuable employee benefits are to you and your employees. In support of this, we have identified several plan enhancements to enrich your life insurance program. In addition to matching the requested plan design, our life insurance proposal offers plan enhancements at no cost beyond the premium paid. You have the flexibility to choose any, or all, of the following enhancements:

---

### **Increased Supplemental Life Guarantee Issue for Spouse**

The guaranteed issue limit will be increased from \$25,000 to \$50,000 for newly eligible spouses.

---

### **Increased Supplemental Life Maximum and Guarantee Issue for Child**

We propose increasing the supplemental child life maximum from \$10,000 to \$20,000, dependent coverage limited to 100% of employee's total basic and supplemental amount. The guaranteed issue limit will be increased from \$10,000 to \$20,000 for newly eligible children. Employees do not need to be enrolled in supplemental life to elect child supplemental life coverage.

---

### **Remove Age Reductions for Supplemental Life**

We propose removing the supplemental life age reductions from the plan design. Because this plan will be part of The Municipal Pool, age reductions can be removed.

---

### **Extended Child Life Eligibility**

While Life and AD&D benefits do not fall within the scope of health care reform, it may ease administration to have child age eligibility match health care reform age eligibility rules. We can write the child age requirements of the policy to provide coverage from live birth to 26 years of age, regardless of student status.

---

### **First Eligible Newborn Child Benefit**

Our proposal includes a benefit to be paid if an employee's first eligible newborn child dies within 31 days of birth but prior to the employee enrolling for child life coverage.

---

### **Annual Open Enrollment for Child Life**

Our proposal includes a special guaranteed issue opportunity for child(ren) during the initial enrollment period, as well as each year during the annual enrollment period. One low monthly premium covers all eligible dependent children in the family up to the maximum child life benefit amount.

---

### **Accelerated Death Benefit**

We offer one of the most competitive and flexible accelerated death benefit provisions in the market. Terminally ill insureds with a life expectancy of 12 months or less can accelerate up to 100% of their combined basic and supplemental insurance – to a maximum of \$1,000,000. The minimum face amount eligible to be accelerated is \$10,000. We do not discount the benefit amount for early payment of the claim. This provision has no impact to the premium rates.

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**Okaloosa County Board of County Commissioners**

**Group Term Life and AD&D Insurance  
PLAN DESIGN**

**Date:** May 2, 2019  
**Presented by:** Ochs, Inc., A Securian Company  
**Underwritten by:** Minnesota Life Insurance Company



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## PLAN DETAILS

### Group Term Life and AD&D Insurance

Effective and Rate Coverage Dates	Coverage
October 1, 2019 to September 30, 2024	<ul style="list-style-type: none"> <li>• Basic Term Life and AD&amp;D</li> <li>• Supplemental Term Life and AD&amp;D</li> <li>• Spouse Term Life</li> <li>• Child Term Life</li> </ul>

### Definitions

Class	Eligibility
<b>Class 1:</b> Elected Officials including Supervisor of Elections	A minimum number of hours as determined by your employer
<b>Class 2:</b> All Eligible Retirees	A minimum number of hours as determined by your employer

### Funding

Class	Non-Contributory / Contributory
<b>Class 1:</b>	<p><b>Employer Paid</b></p> <ul style="list-style-type: none"> <li>• Basic Term Life and AD&amp;D</li> </ul> <p><b>Employee Paid</b></p> <ul style="list-style-type: none"> <li>• Supplemental Term Life and AD&amp;D</li> <li>• Spouse Term Life</li> <li>• Child Term Life</li> </ul>
<b>Class 2:</b>	<p><b>Employer Paid</b></p> <ul style="list-style-type: none"> <li>• Basic Term Life</li> </ul>

**BASIC TERM LIFE****Plan Design Description****Benefit Summary**

Class	Amount
<b>Class 1:</b>	\$25,000
<b>Class 2:</b>	\$10,000

**Basic Life Age Reduction Schedule**

Class	Age	Reduces to
<b>Class 1</b>	65	65%
	70	40%
	75	25%
	80	15%

**Guaranteed Issue (GI) and EOI Requirements**

Summary	Amount
<b>Current Insureds</b>	All coverage is grandfathered and guaranteed
<b>New Employees</b>	All coverage is guaranteed for new employees if elected within 31 days of initial eligibility

**Accidental Death and Dismemberment (AD&D)**

Summary	Amount	
<b>Benefit</b>	<p>Matches life amount for death with benefit schedule for dismemberment; includes the following additional benefits:</p> <ul style="list-style-type: none"> <li>• Airbag - Lesser of 10% or \$10,000</li> <li>• Seatbelt - Lesser of 20% or \$20,000</li> <li>• Child Care - Lesser of actual cost, 3% or \$3,000 for four (4) years</li> <li>• Child Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> <li>• Line of Duty - Principal sum increases by 100% up to \$100,000</li> <li>• Repatriation - Lesser of actual cost or \$5,000</li> <li>• Spouse Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> </ul>	
<b>AD&amp;D Dismemberment Schedule of Benefits</b>	<b>Loss</b>	<b>Benefit</b>
	Life	100%

(member is defined as hand, foot, or eye)	Two or more members	100%
	Quadriplegia	100%
	Speech and hearing	100%
	Paraplegia	75%
	One member	50%
	Speech	50%
	Hearing	50%
	Hemiplegia	50%
	Thumb & index finger of same hand	25%

### Additional Plan Benefits

Benefit	Definition
<b>Waiver of Premium</b>	Premiums waived for active employees disabled prior to age 60 and continues until the earlier of retirement, recovery, or age 65; provision includes a six (6) month elimination period and is not available with ported coverage.
<b>Accelerated Death Benefit</b>	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
<b>Portability</b>	Allows insureds to continue coverage if they terminate employment or retire.
<b>Conversion</b>	Allows insureds to convert terminated coverage to an individual life insurance policy.

**SUPPLEMENTAL TERM LIFE****Supplemental Employee Life****Benefit Summary**

Summary	Amount
<b>Benefit</b>	\$10,000 increments to a maximum of \$500,000
<b>Age Reductions</b>	None

**Guaranteed Issue (GI) and EOI Requirements**

Summary	Requirement
<b>Current Insureds</b>	All coverage is grandfathered and guaranteed
<b>New Employees</b>	\$300,000 is guaranteed for new employees if elected within 31 days of initial eligibility
<b>Future Annual Enrollment</b>	Electing or increasing coverage requires EOI
<b>Qualified Status Change</b>	Electing or increasing coverage requires EOI
<b>Outside of GI opportunities</b>	Electing or increasing coverage requires EOI

**Accidental Death and Dismemberment (AD&D)**

Summary	Amount	
<b>Benefit</b>	Matches life amount for death with benefit schedule for dismemberment; includes the following additional benefits: <ul style="list-style-type: none"> <li>• Airbag - Lesser of 10% or \$10,000</li> <li>• Seatbelt - Lesser of 20% or \$20,000</li> <li>• Child Care - Lesser of actual cost, 3% or \$3,000 for four (4) years</li> <li>• Child Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> <li>• Line of Duty - Principal sum increases by 100% up to \$100,000</li> <li>• Repatriation - Lesser of actual cost or \$5,000</li> <li>• Spouse Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> </ul>	
<b>Dismemberment Schedule of Benefits</b> (member is defined as hand, foot, or eye)	<b>Loss</b>	<b>Benefit</b>
	Life	100%
	Two or more members	100%
	Quadriplegia	100%
	Speech and hearing	100%
	Paraplegia	75%

	One member	50%
	Speech	50%
	Hearing	50%
	Hemiplegia	50%
	Thumb & index finger of same hand	25%

### Additional Plan Benefits

Benefit	Definition
<b>Waiver of Premium</b>	Available for employees disabled prior to age 60 and continues until retirement, recovery, or age 65; provision includes six (6) month elimination period and is not available with ported coverage.
<b>Accelerated Death Benefit</b>	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
<b>Portability</b>	Allows insureds to continue coverage if they terminate employment or retire.
<b>Conversion</b>	Allows insureds to convert terminated coverage to an individual life insurance policy.

## DEPENDENT TERM LIFE

### Dependent Eligibility

Class	Definition
<b>Spouse</b>	<ul style="list-style-type: none"> <li>A spouse is not eligible if they are also eligible for employee coverage</li> </ul>
<b>Children</b>	<ul style="list-style-type: none"> <li>Live birth to 26 years; or physically or mentally disabled and incapable of self-support prior to attaining age 26</li> <li>A child may only be covered by one parent</li> <li>If an employee's first eligible newborn child dies within 31 days of birth but prior to the employee enrolling for child life coverage, a benefit will be paid</li> </ul>

### Supplemental Spouse Life

#### Benefit Summary

Summary	Amount
<b>Benefit</b>	\$5,000 increments to a maximum of \$250,000. Dependent coverage limited to 100% of employee's total basic and supplemental amount.
<b>Age Reductions</b>	None

#### Guaranteed Issue (GI) and EOI Requirements

Summary	Requirement
<b>Current Insureds</b>	All coverage is grandfathered and guaranteed
<b>New Employees</b>	\$50,000 is guaranteed for new employees if elected within 31 days of initial eligibility
<b>Future Annual Enrollment</b>	Electing or increasing coverage requires EOI
<b>Qualified Status Change</b>	\$50,000 is guaranteed if elected within 31 days of Qualified Status Change
<b>Outside of GI opportunities</b>	Electing or increasing coverage requires EOI

### Supplemental Child Life

#### Benefit Summary

Summary	Amount
<b>Benefit</b>	\$1,000 increments to \$10,000 \$15,000 or \$20,000

	Dependent coverage limited to 100% of employee's total basic and supplemental amount.
--	---

### Guaranteed Issue (GI) and EOI Requirements

Summary	Requirement
<b>Current Insureds</b>	All coverage is grandfathered and guaranteed
<b>One-time Open Enrollment</b>	All coverage is guaranteed if elected within 31 days of initial eligibility
<b>New Employees</b>	All coverage is guaranteed for new employees if elected within 31 days of initial eligibility
<b>Future Annual Enrollment</b>	All coverage is guaranteed at each annual enrollment
<b>Qualified Status Change</b>	All coverage is guaranteed if elected within 31 days of Qualified Status Change
<b>Outside of GI opportunities</b>	Electing or increasing coverage requires EOI

### Additional Plan Benefits

Benefit	Definition
<b>Waiver of Premium</b>	If an employee's premium is being waived under the Waiver of Premium provision, premiums for dependent coverage(s) the employee had as an active insured will be continued and waived as well.
<b>Accelerated Death Benefit</b>	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
<b>Portability</b>	Allows spouse and children to continue coverage if employee terminates employment or retires.
<b>Conversion</b>	Allows insureds to convert terminated coverage to an individual life insurance policy.



## DEFINITIONS AND GUARANTEED ISSUE (GI) LIMITS

Category	Guaranteed Issue Limits*
<b>Current Insureds</b> All employees in a benefit eligible class on the effective date of this policy and their dependents	All current Basic coverage amounts are guaranteed and carried over without providing evidence of insurability (EOI) <ul style="list-style-type: none"> <li>Employee: Supplemental amount in force prior to policy effective date</li> <li>Spouse: amount in force prior to policy effective date</li> <li>Child: amount in force prior to policy effective date</li> </ul>
<b>Future Annual Enrollment</b> Benefit eligible employees and their dependents	<ul style="list-style-type: none"> <li>Employee: Electing or increasing coverage requires EOI</li> <li>Spouse: Electing or increasing coverage requires EOI</li> <li>Child: All coverage is guaranteed at each annual enrollment</li> </ul>
<b>New Employees</b> All employees who first become benefit eligible after the effective date of this policy and their dependents	Coverage is guaranteed up to the GI limits if elected within the 31-day new employee enrollment period <ul style="list-style-type: none"> <li>Employee: \$250,000 is guaranteed</li> <li>Spouse: \$50,000 is guaranteed</li> <li>Child: All coverage is guaranteed</li> </ul>
<b>Qualified Status Change (QSC)</b> Dependents who become benefit eligible after the effective date of this policy (i.e. marriage, birth, adoption). <b>QSC are determined by the employer</b>	Coverage is guaranteed up to the GI limits if elected within 31 days of a qualifying status change <ul style="list-style-type: none"> <li>Employee: Not applicable</li> <li>Spouse: \$50,000 is guaranteed</li> <li>Child: All coverage is guaranteed</li> </ul>
<b>Outside of GI opportunities:</b> Electing or increasing coverage requires Evidence of Insurability	

\*GI limits include coverage currently in force.

## PROPOSAL TERMS AND CONDITIONS

- Quote is valid for 120 days and is based on census data submitted. If actual enrollment or plan design differs materially, we reserve the right to review and modify the rates as necessary.
- Individuals may be covered only once under the group policy. Employees cannot also be insured as a spouse or child, a child can only be insured by one parent, and an individual cannot be insured as both an ex-employee and a current employee.
- All increases are subject to the actively at work provision in the policy.
- Non-participating (Fully pooled): The policyholder remits premiums at the stated rate. The policyholder will not receive any experience refunds.
- Our proposal assumes that all lives will be transferred according to the chart below and that coverage will be provided on a no loss/no gain basis. Because the current plan has a waiver of premium provision, those eligible under that provision will continue to be insured by the prior carrier. Others will be insured by Securian.

Status of Employee on Effective Date	Responsible Party
Disabled and on approved waiver of premium	Incumbent Carrier
Disabled and not yet approved waiver of premium	Incumbent Carrier/ Securian *
Disabled and satisfying elimination period	Incumbent Carrier/ Securian *
Absent due to disabling ailment	Incumbent Carrier/ Securian *
Absent due to non-disabling ailment	Securian
On vacation	Securian
On non-medical leave of absence	Securian
On excused absence (funeral, etc.)	Securian
At work	Securian

\*Our proposal assumes that employees on approved waiver of premium on the effective date will stay with the incumbent carrier under the current waiver of premium provision. If an employee is absent due to disability but not yet eligible or approved for waiver of premium, we recommend that premiums be paid to Securian. If the employee returns to work or otherwise does not satisfy the requirements for approved waiver of premium, Securian will be responsible for the ongoing life insurance coverage. If the employee remains disabled and satisfies the requirements for a waiver of premium claim, the claim should be filed with the incumbent carrier. Similarly, if the employee dies while totally disabled but before satisfying the waiting period for a waiver of premium claim, the death claim should be filed with the incumbent carrier. In any event, either Securian or the incumbent carrier will provide coverage for every insured employee.

- We relied on information provided with 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 and adjust rates.

- We reserve the right to review the appropriateness of the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the RFP
- Issued policies will comply with applicable state insurance laws and coverage restrictions or limits may apply.
- Securian Financial Group is licensed to do business in the United States and our proposal covers employees working in the U.S. and U.S. citizens working abroad as expatriates. We're happy to discuss solutions for your non-U.S. citizens working outside the U.S. to meet the changing benefits needs of a global workforce.
- If selected as a finalist, Securian Financial Group'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 client's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.
- It is the employer's obligation to determine the applicability of and compliance with any ERISA or DOL rules. Under Department of Labor rules, certain employee-pay-all group plans may not be subject to ERISA rules. However, the employer should consult counsel to determine if this plan falls within the exemption.

**Termination**

<b>Term Life</b>	Terminates at earlier of retirement (unless eligible for retiree benefits), loss of eligibility, or termination of employment
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**Life Exclusions**

<b>Basic</b>	No exclusions
<b>Supplemental</b>	Suicide exclusion applies. This exclusion limits our liability to an amount equal to the premiums paid for an insured if the insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance. For existing amounts transferred to our policy, the time insurance was in force under the prior policy(ies) will count toward this two year limitation.

**Ridered AD&D Exclusions *(subject to situs state exclusions)***

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:

- |   |
|---|
| <ul style="list-style-type: none"> <li>• Self-inflicted injury or self-destruction, whether sane or insane; or</li> </ul> |
| <ul style="list-style-type: none"> <li>• Suicide or attempted suicide, whether sane or insane; or</li> </ul>              |

<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• Bodily or mental infirmity, illness or disease; or</li> </ul>
<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• Infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or</li> </ul>
<ul style="list-style-type: none"> <li>• Medical or surgical treatment or diagnostic procedures or any resulting complications; or</li> </ul>
<ul style="list-style-type: none"> <li>• Travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or</li> </ul>
<ul style="list-style-type: none"> <li>• War or any act of war, whether declared or undeclared; or</li> </ul>
<ul style="list-style-type: none"> <li>• Service in the military of any nation.</li> </ul>

**Okaloosa County Board of County Commissioners  
LIFE PROPOSED RATES**

**BASIC AND SUPPLEMENTAL LIFE**

Coverage	Number of Lives	Volume	Rate per \$1,000 per month		Proposed Annual Premium
			Age	Rate	
Basic Active Life	491	\$ 12,266,250		\$ 0.060	\$ 8,831.70
Basic Retiree Life	66	\$ 660,000		\$ 1.000	\$ 7,920.00
Basic Active AD&D	491	\$ 12,266,250		\$ 0.020	\$ 2,943.90
Employee Supplemental Life	459	\$ 45,395,000	Age	Rate	\$ 144,095.90
			Under 25	0.060	
			25 – 29	0.060	
			30 – 34	0.070	
			35 – 39	0.100	
			40 – 44	0.150	
			45 – 49	0.260	
			50 – 54	0.410	
			55 – 59	0.560	
			60 – 64	0.930	
			65 – 69	0.936	
			70 – 74	0.924	
			75*	1.150	
Spouse Supplemental Life	142	\$ 5,203,750	Age	Rate	\$ 19,305.71
			Under 25	0.060	
			25 – 29	0.060	
			30 – 34	0.070	
			35 – 39	0.100	
			40 – 44	0.150	
			45 – 49	0.260	
			50 – 54	0.410	
			55 – 59	0.560	
			60 – 64	0.930	
			65 – 69	0.943	
			70 – 74	0.936	
			75*	1.165	
Employee Supplemental AD&D	459	\$ 45,395,000		\$ 0.020	\$ 10,894.80
Child Life	151	\$ 1,448,500		\$ 0.100	\$ 1,738.20

Rate Guarantee: 60 months

Total Annual Premium \$ 195,730.21

\*Rates increase beyond age 75 and will be provided upon request.

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

Please note, we have quoted our standard policy exclusions, rider definitions and portability provisions.

Our proposed rates match the current rate structure, which does straddle Table I. If you would like revised rates that do not straddle Table I, but that target the same annual premium, we'd be happy to provide them.

**Okaloosa County Board of County Commissioners  
PORTED LIFE RATES**

Coverage	Age	Rate per \$1,000 per month
PORTED Life - Employee and Spouse	Under 25	\$0.080
	25 – 29	\$0.090
	30 – 34	\$0.110
	35 – 39	\$0.140
	40 – 44	\$0.200
	45 – 49	\$0.320
	50 – 54	\$0.560
	55 – 59	\$0.920
	60 – 64	\$1.130
	65 – 69	\$1.970
	70 and Over	N/A
PORTED Life - Child(ren)		\$0.260

*Please Note - Port rates are not guaranteed and are subject to change.*

**PROPOSAL #: RFP RM 53-19**

**REQUEST FOR PROPOSAL FOR EMPLOYEE LIFE, EMPLOYEE VISION, EMPLOYEE SHORT TERM AND EMPLOYEE LONG TERM DISABILITY INSURANCE**

The Okaloosa County Board of County Commissioners is seeking proposals for employee vision, employee life, employee short term and employee long term disability insurance programs.

**GUIDELINES**

**General – Applicable to all Proposers on all Products:**

1. The successful proposer shall maintain a claims assistance office in Okaloosa County Florida or toll free telephone service to the claims office.

**Securian has three main call centers with a toll-free number in the areas of claims, medical underwriting, and administration.**

**Claims and Underwriting call centers are staffed with customer service representatives from 7:00 a.m. to 7:00 p.m. Central Time, and the Administration call center is staffed from 7:00 a.m. to 6:00 p.m. Central Time.**

**For our compassionate claims area, an automated voice response system is available from 7:00 a.m. to 7:00 p.m. on weekdays and from 8:00 a.m. to 5:00 p.m. on Saturdays, Central Time. Additionally, online claims status is available to benefits staff 24 hours a day, with information updated daily.**

2. The successful proposer shall designate an agent of record available to offer service on a County wide basis for support with claims processing, research and resolution of any issues.

**Account services for the plan will be provided by Ochs, a Securian Company. Specializing in employee benefit plans, Ochs has been a key part of Securian's group life success since 1943.**

**Jess Grinsteinner, Sales Representative at Ochs will be a key player in the success of the plan. Jess will be the first point of contact prior to award and will initiate implementation.**

**Amy Pals, Manager of Account Management at Ochs will assume account manager duties for the County on an ongoing basis. Amy will be the primary contact for service matters and management of the plan. She will also work closely with our team of dedicated experts from claims, technology, enrollment, and administration to ensure that your plan runs smoothly.**

3. The plan year begins 10/1/2019 and runs until 09/30/2020

**Confirmed. Our proposed rates are guaranteed for five (5) years.**

4. The successful proposer shall accept a census enrollment. The successful proposer will also provide company representatives to answer questions as part of the County's Benefits Fair.

**Confirmed.**

5. The successful proposer shall be licensed to do business in the state of Florida.

**Confirmed.**

6. All employees are eligible to participate on the first day of the first month after 30 days of

employment.

**Confirmed.**

7. All proposals shall waive any actively at work requirement. We will not accept wording that eliminates coverage for persons partially disabled, on medical, maternity, family or other leave who have fulfilled their waiting period under the present plan, but are absent on the first day that coverage becomes effective.

**Confirmed.**

8. The successful proposer shall provide assistance with employee open enrollment and any communication services.

**Confirmed. Ochs provides clients a streamlined implementation and enrollment experience and is pleased to offer the following at no additional charge:**

- **Customized communications and marketing materials**
- **Personalized forms and enrollment packets**
- **PowerPoint Presentations**

**Required Information for Proposers on all Products:**

1. Give the location of the nearest company group sales and claims offices that will handle this contract.

**Account services for the plan will be provided by Ochs, a Securian Company. Specializing in employee benefit plans, Ochs has been a key part of Securian's group life success since 1943. Claim services will be handled by Securian. Ochs and Securian are both located in St. Paul, MN.**

2. Give the name and location of the company group representative who will service this contract.

**This contract will be serviced by Jess Grinsteiner, Sales Representative at Ochs and Amy Pals, Manager of Account Management at Ochs. Amy and Jess are both located in St. Paul, MN.**

3. Will one or more claims handlers be assigned this contract in your claims office?

**Ross Stedman, Manager, Group Claims will lead the claims team for the plan. Client Services Specialists will work directly with the County during implementation and provide ongoing support related to claims.**

4. Will toll free service be available from the entire County to your claims office or servicing agent?

**Securian has three main call centers with a toll-free number in the areas of claims, medical underwriting, and administration.**

**Claims and Underwriting call centers are staffed with customer service representatives from 7:00 a.m. to 7:00 p.m. Central Time, and the Administration call center is staffed from 7:00 a.m. to 6:00 p.m. Central Time.**

**For our compassionate claims area, an automated voice response system is available from 7:00 a.m. to 7:00 p.m. on weekdays and from 8:00 a.m. to 5:00 p.m. on Saturdays, Central Time. Additionally, online claims status is available to benefits staff 24 hours a day, with information updated daily.**



5. Give the name, location and affiliation to your company of the agent or broker of record. Disclose commissions and all other remuneration that will be paid to the broker.

**Our proposal assumes 10% commissions will be paid to the broker of record.**

**Corporate Benefits of the Emerald Coast, Inc.  
Post Office Box 880 Fort Walton Beach, FL 32549**

6. List 5 references of similarly sized current clients. Also, list 3 references that terminated coverage within the last five (5) years.

**Current Clients**

**Broward County Clerk of Courts  
Contact: Linda Agnew  
Address: 201 SE 6th Street  
Fort Lauderdale, FL 33301  
Email: lagnew@browardclerk.org  
Phone: 954-831-6243**

**City of Melbourne  
Contact: Ruth Lovejoy  
Address: 900 E Strawbridge Avenue  
Melbourne, FL 32901  
Email: Ruth.lovejoy@mlbfl.org  
Phone: 321-608-7802**

**Olmsted County  
Cindy Ronningen  
Human Resources, 151 4th Street SE  
Rochester MN 55904  
ronningen.cindy@co.olmsted.mn.us  
(507) 328-7710**

**Town of Dedham  
Contact: Miriam Johnson  
Address: 26 Bryant St  
Dedham MA 02026  
Email: mjohnson@dedham-ma.gov  
Phone: 781-751-9142**

**Catalina Foothills School District  
Contact: Ms. Sandy Burnette  
Address: 2101 East River Road  
Tucson, AZ 85718  
Email: sburnette@cfsd16.org  
Phone: 520-209-7533**

**Terminated Clients**

**City of Galveston  
Contact: Kent Etienne  
Address: 823 Rosenberg, Suite 306  
Galveston, TX 77550  
Email: etienneken@cityofgalveston.org  
Phone: 409-797-3655**

**Avondale Elementary School District  
Contact: Ms. Sara Hartley**

Address: 295 West Western Avenue  
Avondale, AZ 85323  
Email: shartle@avondale.k12.az.us  
Phone: 623-772-5010

City of League City  
Contact: Ms. April Patterson  
Address: 300 W Walker  
League City TX 77573  
Email: April.Patterson@leaguecity.com  
Phone: 281-554-1006

7. What is your current A. M. Best Rating or equivalent?

**A+ (Superior)**

8. List your contact information should there be any questions regarding your proposal.

Name: Jess Grinsteinner, Sales Representative  
Phone: 800-392-7295  
Email: JGrinsteinner@ochsinc.com

**Required Information for Life Insurance Proposals:**

1. What is your rate for \$25,000 of term life coverage?

**Basic Active Life: \$0.060 per \$1,000**

**Basic Retiree Life: \$1.00 per \$1,000**

**Employee and Spouse Supplemental Life: Age banded, please see "Proposed Rates" document and Question #3 below.**

**Supplemental Child Life: \$0.100 per \$1,000**

2. State quoted Acci Death and Dismemberment coverage amount and rates. Please include detailed information regarding this coverage.

**Basic AD&D: \$0.020 per \$1,000**

**Employee Supplemental AD&D: \$0.020 per \$1,000**

3. List age bands and rates for life insurance coverage.

**Basic Active Life: \$0.060 per \$1,000, regardless of age**

**Basic Retiree Life: \$1.00 per \$1,000, regardless of age**

**Employee Supplemental Life (below rates are per \$1,000):**

Age	Rate
Under 25	0.060
25 – 29	0.060
30 – 34	0.070
35 – 39	0.100
40 – 44	0.150
45 – 49	0.260
50 – 54	0.410

55 – 59	0.560
60 – 64	0.930
65 – 69	0.936
70 – 74	0.924
75*	1.150

\*Rates increase beyond age 75 and will be provided upon request.

Spouse Supplemental Life (below rates are per \$1,000):

Age	Rate
Under 25	0.060
25 – 29	0.060
30 – 34	0.070
35 – 39	0.100
40 – 44	0.150
45 – 49	0.260
50 – 54	0.410
55 – 59	0.560
60 – 64	0.930
65 – 69	0.943
70 – 74	0.936
75*	1.165

\*Rates increase beyond age 75 and will be provided upon request.

4. What is the maximum guaranteed issue amount of life insurance you will offer? What is the maximum amount of insurance you will offer with evidence of insurability?

**Basic Active Life and AD&D: \$25,000 maximum, all coverage is guarantee issue**

**Basic Retiree Life: \$10,000 maximum, all coverage is guarantee issue**

**Employee Supplemental Life and AD&D: \$500,000 maximum with a \$300,000 guarantee issue limit**

**Spouse Supplemental Life: \$250,000 maximum with a \$50,000 guarantee issue limit**

**Child Supplemental Life: \$20,000 maximum, all coverage is guarantee issue**

5. Describe your spouse and child life products if offered.

**Spouse Supplemental Life: Electable in \$5,000 increments with a maximum of \$250,000 and a guarantee issue limit of \$50,000**

**Child Supplemental Life: Electable in \$1,000 increments up to \$10,000, with options for \$15,000 or \$20,000 as well. All coverage is guarantee issue.**

6. List age reduction amounts and age of reductions.

**Basic Active Life: Coverage reduces to 65% at age 65, 40% at age 70, 25% at age 75, and 15% at age 80**

**Basic Retiree Life and Supplemental Life coverages do not reduce with age.**

7. Are accelerated benefits included in this proposal? If so, describe.

**Yes, our Accelerated Death Benefit allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).**

8. Are repatriation benefits included in this proposal?

**Confirmed.**

9. Is there a waiver of premiums in your proposal? If so, describe.

**Yes, premiums will be waived for active employees disabled prior to age 60 and continues until the earlier of retirement, recovery, or age 65; provision includes a six (6) month elimination period and is not available with ported coverage.**

10. Fully disclose retiree coverage amounts, rates and reductions.

**Basic Retiree Life coverage amount: \$10,000**

**Rate: \$1.00 per \$1,000**

**Basic Retiree Life does not reduce with age.**

# EXHIBIT "C"



**Okaloosa County Board of County Commissioners**

## Group Long Term Disability Insurance **PLAN DESIGN**

**Date:** June 11, 2019  
**Presented by:** Ochs, Inc., A Securian Company  
**Underwritten by:** Madison National Life Insurance Company, Inc.

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**PLAN DETAILS****Group Long Term Disability**

<b>Summary</b>	<b>Definition</b>
<b>Effective Date</b>	<b>October 01, 2019</b>
<b>Class Definitions</b>	<b>Class 01: All Eligible Employees</b>
<b>Eligibility Requirements</b>	<b>30 hours per week</b>
<b>Funding</b>	<b>Option 01 (Core): 100% Employer Paid Option 02 (Buy-up): 0% Employer Paid</b>

**LONG TERM DISABILITY****Plan Design Description**

<b>Summary</b>	<b>Definition</b>
<b>LTD Benefit</b>	Option 01: 50% Option 02: 60%
<b>Guarantee Issue</b>	Option 01: \$3,500 Option 02: \$5,000
<b>Maximum Monthly Covered Salary</b>	Option 01: \$7,000 Option 02: \$8,333
<b>Maximum Monthly Benefit</b>	Option 01: \$3,500 Option 02: \$5,000
<b>Minimum Monthly Benefit</b>	\$100
<b>Continuity of Coverage</b>	Included
<b>Subrogation</b>	Included
<b>Elimination Period</b>	180 consecutive calendar days
<b>Maximum Benefit Period</b>	Option 01: 5 years, reduced duration after age 61 Option 02: To SSNRA, 12 month minimum
<b>Own Occupation Period</b>	24 months following the end of the Elimination Period
<b>Definition of Disability</b>	Zero Day; Partial Disability from Date of Disability
<b>Own Occ / Any Occ Earnings Threshold</b>	80%/60% of Predisability earnings
<b>Work Incentive</b>	First 12 months of Disability with Work Earnings
<b>Calculation Method</b>	Direct Offset
<b>Freeze</b>	General Freeze
<b>Integration with State Plan</b>	Yes
<b>Require Application for State Plan</b>	Yes
<b>Mental Disorder Limitation</b>	24 months Lifetime unless hospital confined
<b>Substance Abuse Limitation</b>	Same as Mental Disorder Limitation
<b>Special Conditions Limitation</b>	Same as Mental Disorder Limitation
<b>Other Income Integration</b>	Social Security – Full Family Sick Pay plus Disability up to 100% Predisability Earnings State Plan – Direct Offset Worker's Compensation – Direct Offset
<b>Cumulative Elimination Period</b>	90 Working Days



<b>Pre-Existing Condition Exclusion</b>	3 months/12 months
<b>Minimum Participation</b>	Option 01: 100% Option 02: 25%
<b>Leave of Absence Coverage</b>	FLMA; Temporary or indefinite administrative or involuntary leave of absence or sick leave: 90 days; Other leaves: 30 days
<b>Reasonable Accommodation Expense Benefit</b>	Applies
<b>Rehabilitation</b>	Applies
<b>Survivor Benefit</b>	3 x Gross Monthly Benefit

## **SERVICES INCLUDED**

### **Waiver of Premium Payment**

When a disabled employee begins drawing benefits, all further insurance premium payments for that individual will be waived during disability.

### **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 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 and State Disability plan assistance
- ▶ Contact with claimant at certain milestones depending upon illness 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 Savings**

Madison National Life Insurance will pay the employer's portion of FICA withholding and release the employer from 941 and W-2 reporting requirements. MNL does not require reimbursement from the employer.

## 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. He or she 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 his/her coverage and must be meeting the Minimum Hour Requirement. The Candidate cannot be a full-time member of the armed forces of any country, leased employee or independent contractor and must satisfy his/her Waiting Period.

### When LTD Benefits End

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

- › The date he or she is no longer Disabled;
- › The date his or her Maximum Benefit Period ends;
- › The date he or she dies;
- › The date he or she becomes eligible for coverage under any other group LTD plan obtained through employment;
- › The date he or she fails to provide satisfactory objective medical evidence of continued Disability;
- › The date he or she 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 he or she refuses to accept an accommodated position, offered by the Employer, which he or she is able to perform, whether it is in the Insured Person's Own Occupation or Any Occupation;
- › The date at which he or she has resided outside of the United States or Canada for 6 months;
- › The date that he or she is confined in a penal or correctional institution or under house arrest;
- › The date that he or she fails to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds.
- › The date that he or she is able to work and earn the amount noted in the Earnings Threshold (outlined in the Plan Details section of this Proposal), but chooses not to.

### Maximum Benefit Period

#### Class 01:

Age at Disablement	Benefit Duration
61 or younger	5 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

**Class 02:**

Age at Disablement	Benefit Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

**Income That Reduces Disability Payments**

Disability income from the Social Security Administration, any State Disability 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 Long-Term Disability 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

**Definition of Disability**

Disability or Disabled means that during the Elimination Period and the Own Occupation Period the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse, Special Conditions or Pregnancy, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, their Work Earnings are less than 80% of their Indexed Predisability Earnings, and he or she is incapable of earning 80% or more of their Indexed Predisability Earnings.

After the Own Occupation Period ends, Disability and Disabled means the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse, Special Conditions or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, their Work Earnings are

less than 60% of their Indexed Predisability Earnings, and he or she is incapable of earning 60% or more of their Indexed Predisability Earnings.

## Exclusions

Disabilities which are caused by or which the following contributed to are not covered 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
- › No disability benefits will be paid while confined in a penal/correctional institution or under house arrest

## 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 he/she has been continuously insured under the Group 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 his/her current LTD coverage, he/she is not covered for that same Disability for any LTD coverage 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 LTD coverage increase.

## Limitations

**Mental Disorders, Special Conditions and Substance Abuse.** LTD Benefit payments based on a Mental Disorder, Special Conditions or Substance Abuse are limited to 24 months during the Insured's lifetime. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for Mental Disorders, Special Conditions or Substance Abuse, either separate or combined.

If Disability is caused by Substance Abuse, the Insured must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a Substance Abuse program available to the Insured through either: (i) another group plan of the employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to the Insured. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:

- › the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
- › the date the Insured are no longer participating in the rehabilitative program;
- › the date the Insured refuses to participate in an available rehabilitative program; or
- › the date the Insured completes the rehabilitative program.

If at the end of that 24 month period, the Insured is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, Special Conditions or Substance Abuse, for at least one day immediately following that 24 month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.

**Foreign Residency.** Payment of LTD 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 LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event the Insured's LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings, subject to the Minimum Monthly Benefit.

**This proposal is a brief description of Long Term Disability insurance for informational purposes only and is subject to the definitions, limitations, and exclusions as provided in the Group Long Term Disability insurance policy GLDI-P200-(12/06) or Certificate GLDI-C200-(12/06). For a copy of these documents, please ask your sales representative.**

**Okaloosa County Board of County Commissioners  
BAFO LTD PROPOSED RATES - Lower Core Rate**

**Core**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	949	949	\$3.80	\$43,724

**Buy Up**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	335	335	\$6.99	\$28,100

Rate Guarantee: 36 months

Total Annual Premium

\$71,824

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

**Okaloosa County Board of County Commissioners  
BAFO LTD PROPOSED RATES - Lowest Buy-up Rate**

**Core**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	949	949	\$4.50	\$51,246

**Buy Up**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	335	335	\$5.01	\$20,140

Rate Guarantee: 36 months

Total Annual Premium

\$71,386

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.



**Okaloosa County Board of County Commissioners  
BAFO LTD PROPOSED RATES - Lower Buy-up Rate**

**Core**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	949	949	\$4.25	\$48,399

**Buy Up**

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	335	335	\$5.72	\$22,994

Rate Guarantee: 36 months

Total Annual Premium

\$71,393

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.