

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/29/2021

Contract/Lease Control #: C09-1743-RM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2022

Description of: GROUP FLEXIBLE BENEFITS PLAN

Department: RM

Department Monitor: BIRD

Monitor's Telephone #: 850-689-6977

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Lockard & Williams Insurance Services, Inc.
 dba 90 Degree Benefits
 Attn: Kenny Anderson
 1505 Jackson Ave
 Pascagoula MS 39567-1688
 RE: Adm. of Flexible Benefits Plan

CONTRACT#: C09-1743
 LOCKARD & WILLIAMS INSURANCE SERVICES
 GROUP FLEXIBLE BENEFITS PLAN
 EXPIRES: 09/30/2022

Dear Mr. Anderson,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C09-1743-RM for an additional term. The contract renewal period will be 10/01/2021 to 09/30/2022. The annual budgeted amount for this contract is \$80k - 85k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
 Signature: _____

Contractor: lockard + Williams Insurance Serv, Inc.
dba 90 Degree Benefits

Date: _____

Approved By: Kelly Bird
Digitally signed by Kelly Bird
 Date: 2021.06.28 10:33:47 -05'00'
 (as prescribed below on item 1)

Approved By: [Signature]

Date: _____

Approved By: John Hofstad
Digitally signed by John Hofstad
 Date: 2021.06.28 14:43:02 -05'00'
 (as prescribed below on item 1)

Title: President

Date: _____

Date: 6/29/21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/08/2019

Contract/Lease Control #: C09-1743-RM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2021

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Katie Haskett	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
E-MAIL ADDRESS: khaskett@mcgriff.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Company of Hartford		20478
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** WKEKG2NB **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 INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7015017736	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		7015017722	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County and Okaloosa County Board of of County Commissioners are Additional Insured as respects General Liability and Auto Liability as required by written contract. Waiver of Subrogation is granted in favor of the Additional Insured as respects General Liability and Auto Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days N shown below.

CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS INSURANCE SVS
GROUP FLEXIBLE BENEFITS PLAN
EXPIRES: 09/30/2021

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANC SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRE, THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT/LEASE RENEWAL FORM

Lockard & Williams Insurance Services, Inc
dba 90 Degree Benefits
Attn: Kenny Anderson
1505 Jackson Ave
Pascagoula MS 39567-1688
RE: Adm. of Flexible Benefits Plan

CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS
GROUP FLEXIBLE BENEFITS PLAN
EXPIRES: 09/30/2021

Dear Mr. Anderson

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C09-1743-RM for an additional term. The contract renewal period will be 10/01/2020 to 09/30/2021. The annual budgeted amount for this contract is \$ 25k - \$30k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: _____

Contractor: [Signature]

Date: _____

Approved By: [Signature]
(John Hofstad, County Administrator)

Approved By: _____

Date: 6/30/20

Approved By: [Signature]
(Robert A. "Trey" Goodwin, Chairman)

Title: President

Date: JUL 07 2020

Date: 6-22-20



County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960. Fax: 850-689-5970

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/21/15

Contract/Lease Control #: C09-1743-RM

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES, PA

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/1/2009

Expiration Date: 9/30/2016

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

Department Manager: RM

Department Monitor: TAYLOR

Monitor's Telephone #: 689-5977

Monitor's FAX #: 689-5973

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Katie Haskett	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
E-MAIL ADDRESS: khaskett@mcgriff.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Phoenix Insurance Company		25623
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** VA4QT3QL **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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			830-2A703009	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			810-1N603984	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County and Okaloosa County Board of of County Commissioners are Additional Insured as respects General Liability and Auto Liability as required by written contract. Waiver of Subrogation is granted in favor of the Additional Insured as respects General Liability and Auto Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

C09-1743-RM

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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: CO9-1743RM Tracking Number: 340019
Procurement/Contractor/Lessee Name: Lockard's Williams Grant Funded: YES ___ NO Y
Purpose: Administration Services
Date/Term: 9-30-21 1. GREATER THAN \$100,000
Amount: _____ 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:
DeRita Mason Date: 7-29-19
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: 7-29-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 7-30-19
_____ 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: Monday, July 29, 2019 8:46 AM
To: DeRita Mason
Subject: RE: HSA Contract

Yes, they are approved. They will just need to provide a certificate of insurance as they have done in the past.

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, July 29, 2019 7:57 AM
To: Edith Gibson <egibson@myokaloosa.com>
Subject: RE: HSA Contract

Is this risk approved?

From: Edith Gibson
Sent: Friday, July 26, 2019 11:36 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: HSA Contract

Please review for processing. This Health Savings Account is necessary for our one of our new health plans.

Thanks,

Edith Z. Gibson
Risk Manager

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, July 30, 2019 8:58 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: HSA Contract

This is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
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: Monday, July 29, 2019 8:54 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: [MACRO WARNING] FW: HSA Contract

Please review and approve.

Thank you,

DeRita

From: Edith Gibson
Sent: Friday, July 26, 2019 11:36 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: HSA Contract

Please review for processing. This Health Savings Account is necessary for our one of our new health plans.

Thanks,

Edith Z. Gibson
Risk Manager
Okaloosa County Risk Management
5479-B Old Bethel Rd.

**CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS
GROUP FLESIBLE BENEFITS
EXPIRES: 09/30/2021**

**AGREEMENT FOR HSA ADMINISTRATION SERVICES
Between**

**Okaloosa Board of County Commissioners The Plan Sponsor
(Called the PLAN SPONSOR in this Agreement)**

and

**Lockard & Williams Insurance Services, Inc. dba 90 Degree Benefits The Plan Service
Provider
(Called L&W in this Agreement)**

for
HSA Administration Services

WHEREAS, the PLAN SPONSOR has established a HSA qualified Health Plan for their employees and allows employees that participate in the HSA qualified Health Plan to contribute into a **HSA Account** (called the plan in this agreement); and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the administration of certain procedures of the plan and to furnish certain services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Health Savings Account being offered to employees of the Plan Sponsor that have met the qualifications to participate in the HSA qualified Health Plan and to also make contributions to an HSA account.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2019 through September 30, 2021, with an option for two additional years.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are Health Savings Accounts.

SECTION 4. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) The PLAN SPONSOR will transmit payroll deducted contributions to HSA Bank on a bi weekly basis.

SECTION 5. L&W Responsibilities

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR enrollment forms, account transfer forms and other HSA materials for implementing the HSA program.
- (c) L&W will assist in communicating balance and transaction information to the HSA Bank.
- (d) L&W will provide an employee website with a link to HSA Bank's site for balance information and electronic funds transfer.
- (e) L&W will provide a debit card which will access the available account balance for actively employed participants.
- (f) L&W will roll over unused funds at the end of the plan year for use in the next plan year.
- (g) L&W will close the account upon instruction by the participant.
- (h) L&W will terminate a participant's account upon the termination of the participant's employment. The participant will then be contacted by HSA Bank and will work with HSA Bank directly to administer their account.

SECTION 6. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 7. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made as a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education and Enrollment fees will be provided at no charge to the Plan Sponsor. There will be no charge for Education and Enrollment meetings for future plan years.
- (2) There will be a fee of \$4.50 per month for each participant in the plan. This fee will be due for the month in which the employee becomes a participant in the plan and for each month for the rest of the year regardless of the employee leaving employment with the Plan Sponsor. There is no additional charge for providing debit cards to the participants.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 13. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 14. AMENDMENT

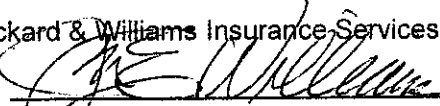
This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

SECTION 15. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than thirty (30) days prior to the date of the termination.
- (b) This agreement will terminate automatically and immediately as of the date:
 - (1) The PLAN SPONSOR fails to pay any charges within ninety (90) days after charges are due and payable as provided in this agreement or
 - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of allowing participants to spend down unused balances in their HSA accounts.
- (d) If provisions of this agreement are continued in effect in accordance with subsection (c) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, Inc. dba 90 Degree Benefits

By: 

Title: President

Date: 7/30/19

Okaloosa Board of County Commissioners

By: Charles K. Windes, Jr.

Title: Chairman

Date: _____

**AGREEMENT FOR HSA ADMINISTRATION SERVICES
Between**

**Okaloosa Board of County Commissioners The Plan Sponsor
(Called the PLAN SPONSOR in this Agreement)**

and

**Lockard & Williams Insurance Services, Inc. dba 90 Degree Benefits The Plan Service
Provider
(Called L&W in this Agreement)**

for
HSA Administration Services

WHEREAS, the PLAN SPONSOR has established a HSA qualified Health Plan for their employees and allows employees that participate in the HSA qualified Health Plan to contribute into a **HSA Account** (called the plan in this agreement); and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the administration of certain procedures of the plan and to furnish certain services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Health Savings Account being offered to employees of the Plan Sponsor that have met the qualifications to participate in the HSA qualified Health Plan and to also make contributions to an HSA account.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2019 through September 30, 2021, with an option for two additional years.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are Health Savings Accounts.

SECTION 4. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) The PLAN SPONSOR will transmit payroll deducted contributions to HSA Bank on a bi weekly basis.

SECTION 5. L&W Responsibilities

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR enrollment forms, account transfer forms and other HSA materials for implementing the HSA program.
- (c) L&W will assist in communicating balance and transaction information to the HSA Bank.
- (d) L&W will provide an employee website with a link to HSA Bank's site for balance information and electronic funds transfer.
- (e) L&W will provide a debit card which will access the available account balance for actively employed participants.
- (f) L&W will roll over unused funds at the end of the plan year for use in the next plan year.
- (g) L&W will close the account upon instruction by the participant.
- (h) L&W will terminate a participant's account upon the termination of the participant's employment. The participant will then be contacted by HSA Bank and will work with HSA Bank directly to administer their account.

SECTION 6. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 7. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made as a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education and Enrollment fees will be provided at no charge to the Plan Sponsor. There will be no charge for Education and Enrollment meetings for future plan years.
- (2) There will be a fee of \$4.50 per month for each participant in the plan. This fee will be due for the month in which the employee becomes a participant in the plan and for each month for the rest of the year regardless of the employee leaving employment with the Plan Sponsor. There is no additional charge for providing debit cards to the participants.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 13. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 14. AMENDMENT

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

SECTION 15. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than thirty (30) days prior to the date of the termination.
- (b) This agreement will terminate automatically and immediately as of the date:
 - (1) The PLAN SPONSOR fails to pay any charges within ninety (90) days after charges are due and payable as provided in this agreement or
 - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of allowing participants to spend down unused balances in their HSA accounts.
- (d) If provisions of this agreement are continued in effect in accordance with subsection (c) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, Inc. dba 90 Degree Benefits

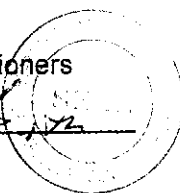
By: *[Signature]*

Title: President

Date: 7/30/19

Okaloosa Board of County Commissioners

By: *[Signature]*
Charles K. Windes, Jr.



Title: Chairman

Date: AUG 06 2019

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/07/2019

Contract/Lease Control #: C09-1743-RM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/30/2018

Expiration Date: 09/30/2020

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Katie Haskett PHONE (A/C, No, Ext): 800-476-2211 E-MAIL ADDRESS: khaskett@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Lockard and Williams Insurance Services, Inc. 1505 Jackson Avenue Pascagoula, MS 39567	INSURER A: The Phoenix Insurance Company	NAIC # 25623
	INSURER B: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CPMFY4YL

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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-2A703009	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-2A730097	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County and Okaloosa County Board of County Commissioners are Additional Insured as respects General Liability and Auto Liability as required by written contract. Waiver of Subrogation is granted in favor of the Additional Insured as respects General Liability and Auto Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS, INC.
GROUP FLEXIBLE BENEFITS
EXPIRES: 09/30/2020

BEFORE
SIGNED IN

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CONTRACT/LEASE RENEWAL FORM

Date: February 13, 2019
 Company: Lockard & Williams Ins.
 Attn: Kenneth Anderson
 Address: 1505 Jackson Avenue
 City, St, Zip Pascagoula MS 39567-1688
 RE: Adm of Flexible Benefits Plan

CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS, INC.
GROUP FLEXIBLE BENEFITS
EXPIRES: 09/30/2020

Dear Mr. Anderson

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C09-1743-RM _____ for an additional term. The contract renewal period will be 10/01/2019 to 09/30/2020. The annual budgeted amount for this contract is \$25k - \$30k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
 Signature: [Signature]

Date: 2-13-19

Approved By: [Signature]
 (as prescribed below on item 1)

Date: 3/5/19

Approved By: [Signature]
 (as prescribed below on item 1)

Date: 03/05/2019

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: [Signature]

Approved By: _____

Title: PRESIDENT

Date: 2/19/2019

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-21-2018

Contract/Lease Control #: C09-1743-RM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/30/2018

Expiration Date: 09/30/2019

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

Department: RM

Department Monitor: PORTER

Monitor's Telephone #: 850-689-5977

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

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: August 16, 2018
Company: Lockard & Williams Ins.
Attn: Kenneth Anderson
Address: 1505 Jackson Avenue
City, St, Zip Pascagoula MS 39567-1688
RE: Adm of Flexible Benefits Plan

CONTRACT#: C09-1743-RM
LOCKARD & WILLIAMS INSURANCE
GROUP FLEXIBLE BENEFITS
EXPIRES: 09/30/2019

Dear Mr. Anderson

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C09-1743-RM for an additional term. The contract renewal period will be 10/01/2018 to 09/30/2019. The annual budgeted amount for this contract is \$25k - \$30k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]
Date: 8-21-18

Approved By: [Signature]
(as prescribed below on item 1)
Date: 9/20/18

Approved By: _____
(as prescribed below on item 1)
Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: [Signature]

Approved By: [Signature]

Title: President
Date: 09/04/18

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



CONTRACT/LEASE RENEWAL FORM

Date: September 6, 2017
 Company: Lockard & Williams Ins
 Attn: Kenneth Anderson
 Address: 1505 Jackson Avenue
 City, St, Zip: Pascagoula MS 39567-1688
 RE: Adm of Flexible Benefits Plan

Contract # C09-1743-RM
LOCKARD & WILLIAMS INS
GROUP FLEXIBLE BENEFITS PLAN
EXPIRES: 09/30/2018

Dear Mr. Anderson:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C09-1743-RM for an additional term. The contract renewal period will be 10/01/2017 to 09/30/2018. The annual budgeted amount for this contract is \$25k - \$30k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
 Signature: Ray Godwin
 Date: 9-6-17
 Approved By: [Signature]
 (as prescribed below on item 1)
 Date: 9/6/17
 Approved By: _____
 (as prescribed below on item 1)
 Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Lockard & Williams
Insurance Services, Inc.
 Approved By: [Signature]
 Title: Benefits Manager
 Date: 9-11-17

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/27/2016

Contract/Lease Control #: C09-1743-RM

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES, PA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2009

Expiration Date: 09/30/2017

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

Department: RM

Department Monitor: KRYSTAL

Monitor's Telephone #: 850-689-5977

Monitor's FAX # or E-mail: KKING@CO.OKALOOSA.FL.US

Closed: _____

Cc: Finance Department Contracts & Grants Office

RENEWAL AND FIRST AMENDMENT TO CONTRACT C09-1743-RM
Lockard and Williams Insurance Services, Inc. / Group Flexible Benefits Plan Administration

This Renewal and First Amendment made and entered into this 20th day of Sept., 2016, hereby renews and amends contract C09-1743-RM, dated August 18, 2015, by and between Okaloosa County, Florida, (hereinafter the "County") and Lockard and Williams Insurance Services, Inc. (hereinafter the "Contractor").

WHEREAS, on August 18, 2015, the County and Contractor entered into a contract, C09-1743-RM, which provides group flexible benefit plan administration; and

WHEREAS, Lockard and Williams Insurance Services, PA has a new legal entity name of Lockard and Williams Insurance Services, Inc., see Attachment "A", incorporated herein; and

WHEREAS, the initial term of C09-1743-RM shall expire on September 30, 2016, however, the contract provides for optional renewals; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20; and

WHEREAS, the parties now desire to further clarify the term of the Contract and renewal options; and

WHEREAS, the parties desire to amend the contract to include insurance requirements on the part of Lockard and Williams Insurance Services, Inc.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C0-1743-RM as follows:

1. C09-1743-RM is hereby renewed for an additional term. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017.
2. C09-1743-RM is hereby amended to include the following additional provision to Section 15 titled "Public Records":

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@co.okaloosa.fl.us.

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

- a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. 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.
3. Section 15 INSURANCE REQUIREMENTS is hereby added, see attachment "B"
 4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

(This area left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

LOCKARD & WILLIAMS
INSURANCE SERVICES, INC.

[Handwritten Signature]
Signature

Kenneth Andersson Benefits Manager
Print Name/Title

Date: 8-30-16

WITNESS

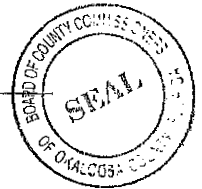
Jessica Lundy
Signature

Jessica Lundy
Print name

OKALOOSA COUNTY, FLORIDA

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

Date: 9/22/16



ATTEST:

J.D. Reacock II
J.D. Reacock II, Clerk



This is an Agreement between **Board of County Commissioners of Okaloosa County, Florida** (hereinafter referred to as the "PLAN SPONSOR") and **Lockard & Williams Insurance Services, P.A.** The Plan Service Provider (hereinafter referred to as "L&W")

for

**Group Flexible Benefits Plan Administration
HRA Administration**

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan and a HRA (called the plan in this Agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this Agreement.

SECTION 1. PLAN

As used in this Agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This Agreement is effective October 1, 2015 through September 30, 2016; with an option for additional years if agreed upon and executed by both parties in writing.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this Agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will issue reimbursement checks to the participants of the plan as eligible claims are received and processed. A check register for all checks that are printed will be provided to the PLAN SPONSOR.
- (d) L&W will provide a reimbursement file to the PLAN SPONSOR which identifies all data pertaining to each check that is issued on each specified check cycle. This information will include employee name, social security number, check number, check amount and benefit account drawn from. This file will be delivered to the PLAN SPONSOR in a time frame agreed upon by both parties.
- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.

- (g) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W.
- (h) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.
- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.
- (k) L&W will provide each participant with a statement of account at a minimum of two times per plan year. We will also attach a memo with the final statement of each plan year for those employees that have a balance remaining in the flexible spending account.
- (l) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (m) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the PLAN SPONSOR.
- (n) L&W will maintain an amount and type of liability insurance coverage acceptable to the PLAN SPONSOR.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement.

SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this Agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this Agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 7. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 8. REIMBURSEMENT OF L&W

By the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month payable to VISA for those employees that elect to utilize the Debit Card with their Flexible Spending Account and or the HRA Account. This fee can be paid by the participant or by the PLAN SPONSOR.

- (3) Our Monthly fee for administration of the Okaloosa Board of County Commissioners Flexible Benefits Plan will be at a fee of \$4.00 per participant per month. The Monthly fee for administration of the Okaloosa Board of County Commissioners HRA will be at a fee of \$3.00 per participant per month.
- (4) There are no other fees associated with the administration of the plan other than those listed above and these fees are guaranteed not to increase for a minimum of five (5) years.
- (5) Once an employee becomes a participant in the Plan that employee will be billed for until the Plan year ends regardless of employee leaving employment with Okaloosa County. As new employees become participants in the Plan during the Plan year those employees will be billed for from the time they become participants until the end of the plan year.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the invalidity will not affect any other provision of this Agreement. The provisions of this Agreement are severable. It is provided, however, that the basic purposes of this Agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this Agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 12. ASSIGNMENT

Any assignment of this Agreement or of any rights contained in this Agreement without prior written consent of the other party, will be void and of no force or effect. A request for assignment of this Agreement will not be unreasonably withheld.

SECTION 13. AMENDMENT

This Agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties and mutually executed in writing. A written amendment will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date of the amendment.

SECTION 14. TERMINATION

- (a) This Agreement may be terminated either by the PLAN SPONSOR or by L&W at any time with or without cause, provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than one hundred (100) days prior to the date of the termination by L&W and no less than thirty (30) days prior to the date of the termination by the PLAN SPONSOR. If due to a rate increase the notice of termination would be a minimum of 100 days.
- (b) This Agreement will terminate automatically and immediately as of the date:

- (1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this Agreement or
 - (2) Either party fails to perform its obligations in accordance with this Agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this Agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this Agreement are terminated or
 - (5) Either party becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this Agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this Agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (d) If this Agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this Agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (e) If provisions of this Agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this Agreement are continued.
- (f) Termination of this Agreement will not terminate the rights or obligations of either party arising out of the period during which this Agreement was in effect.

Section 15. PUBLIC RECORDS

L&W shall allow public access to all documents, records and other materials, in accordance with the provisions of Chapter 119, Florida Statutes, prepared or received by L&W in conjunction with this Agreement.

Section 16. AUDIT

The PLAN SPONSOR shall have the right from time to time, with notice to L&W, at its sole expense to audit the compliance by L&W with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

Section 17. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, P.A.

By: *[Signature]*

Title: *Benefits Manager*

Date: *8-10-2015*

Okaloosa Board of County Commissioners

By: *[Signature]*
Nathan D. Boyles, Chairman



Date: *Aug. 18, 2015*

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/15/13

Contract/Lease Control #: C09-1743-RM

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES, PA

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/1/2009

Expiration Date: 9/30/2015

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

Department Manager: RM

Department Monitor: TAYLOR

Monitor's Telephone #: 689-5977

Monitor's FAX #: 689-5973

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

GROUP FLEXIBLE BENEFITS PLAN

This is an agreement between **Okaloosa Board of County Commissioners**
(Called the PLAN SPONSOR in this Agreement) and **Lockard & Williams Insurance Services, P.A.**
The Plan Service Provider (Called L&W in this Agreement)

for

Group Flexible Benefits Plan Administration

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2013 through September 30, 2015; with an option for additional years as agreed upon by both parties.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will notify the PLAN SPONSOR when reimbursement checks should be issued to participants. This process will be done on a weekly basis.
- (d) L&W will provide a reimbursement file to the PLAN SPONSOR which identifies all data pertaining to each employee who should receive a reimbursement check. This information will include employee name, last four digits of the employees social security number, reimbursement amount, spending account that the reimbursement is being paid from, plan year that the reimbursement is being paid from and the County entity that the employee works for. This information will be provided to the PLAN SPONSOR on a weekly basis.
- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
- (g) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W.
- (h) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.

- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.
- (k) L&W will provide each participant with a statement of account at any time as requested by participant. Participants can access their account at any time by going to the website, www.myflexonline.com There the employee would create a username and password to allow them to access their own account at any time..
- (l) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (m) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the Plan Sponsor.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement.

SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 7. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month payable to VISA for those employees that elect to utilize the Debit Card with their Flexible Spending Account. This fee will be paid by the Plan Sponsor. Once an employee becomes a participant in the Plan the PLAN SPONSOR will be billed for the Debit Card fee for that employee until the Plan year ends regardless of the employee leaving employment with Okaloosa County. As new employees become participants in the Plan during the Plan year the PLAN SPONSOR

will be billed for each participant from the time they become participants until the end of the plan year.

- (3) Our Monthly fee for administration of the Okaloosa Board of County Commissioners Flexible Benefits Plan will be at a fee of \$4.50 per participant per month. There are no other fees associated with the administration of the plan other than those listed above and these fees are guaranteed not to increase for a minimum of five years. Once an employee becomes a participant in the Plan the PLAN SPONSOR will be billed for that participant until the Plan year ends regardless of employee leaving employment with Okaloosa County. As new employees become participants in the Plan during the Plan year the PLAN SPONSOR will be billed for from the time they become participants until the end of the plan year.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 12. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 13. AMENDMENT

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

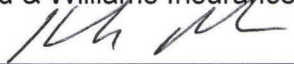
SECTION 14. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than one hundred (100) days prior to the date of the termination by L&W and no less than thirty (30) days prior to the date of the termination by the PLAN SPONSOR. If due to a rate increase the notice of termination would be a minimum of 100 days.
- (b) This agreement will terminate automatically and immediately as of the date:
- (1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or
 - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or

- (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
 - (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
 - (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
 - (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, P.A.

By: 

Title: Benefit MGR.

Date: 11-11-13

Okaloosa Board of County Commissioners

By: 

Title: Chairman, BCC

Date: 11/14/13

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/22/11

Contract/Lease Control #: C09-1743-RM

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKARD & WILLIAMS INSURANCE SERVICES, PA

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/1/2009

Expiration Date: 9/30/2013

Description of Contract/Lease: GROUP FLEXIBLE BENEFITS PLAN

Department Manager: RM

Department Monitor: TAYLOR

Monitor's Telephone #: 689-5977

Monitor's FAX #: 689-5973

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

GROUP FLEXIBLE BENEFITS PLAN

This is an agreement between **Okaloosa Board of County Commissioners**
(Called the PLAN SPONSOR in this Agreement) and **Lockard & Williams Insurance Services, P.A.**
The Plan Service Provider (Called L&W in this Agreement)

for

Group Flexible Benefits Plan Administration

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This agreement is effective **October 1, 2011 through September 30, 2013**; with an option for additional years as agreed upon by both parties.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will issue reimbursement checks to the participants of the plan as eligible claims are received and processed. A check register for all checks that are printed will be provided to the PLAN SPONSOR.
- (d) L&W will provide a reimbursement file to the PLAN SPONSOR which identifies all data pertaining to each check that is issued on each specified check cycle. This information will include employee name, social security number, check number, check amount and benefit account drawn from. This file will be delivered to the PLAN SPONSOR in a time frame agreed upon by both parties.
- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
- (g) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W.
- (h) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.

- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.
- (k) L&W will provide each participant with a statement of account at a minimum of two times per plan year. We will also attach a memo with the final statement of each plan year for those employees that have a balance remaining in the flexible spending account.
- (l) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (m) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the Plan Sponsor.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement.

SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 7. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month payable to VISA for those employees that elect to utilize the Debit Card with their Flexible Spending Account. This fee can be paid by the participant or by the Plan Sponsor.
- (3) Our Monthly fee for administration of the Okaloosa Board of County Commissioners Flexible Benefits Plan will be at a fee of \$4.50 per participant per month. There are no other fees associated with the administration of the plan other than those listed above.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

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SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 12. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 13. AMENDMENT

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.


SECTION 14. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than one hundred (100) days prior to the date of the termination by L&W and no less than thirty (30) days prior to the date of the termination by the PLAN SPONSOR. If due to a rate increase the notice of termination would be a minimum of 100 days.
- (b) This agreement will terminate automatically and immediately as of the date:
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 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.

- (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

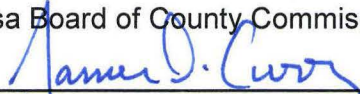
Lockard & Williams Insurance Services, P.A.

By: 

Title: Account Manager

Date: 9-2-2011

Okaloosa Board of County Commissioners

By: 

Title: County Administrator

Date: 9-20-11

GROUP FLEXIBLE BENEFITS PLAN

This is an agreement between **Okaloosa Board of County Commissioners**
(Called the PLAN SPONSOR in this Agreement) and **Lockard & Williams Insurance Services, P.A.**
The Plan Service Provider (Called L&W in this Agreement)

for

Group Flexible Benefits Plan Administration

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2010 through September 30, 2011; with an option for additional years as agreed upon by both parties.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will issue reimbursement checks to the participants of the plan as eligible claims are received and processed. A check register for all checks that are printed will be provided to the PLAN SPONSOR.
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- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
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- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.
- (k) L&W will provide each participant with a statement of account at a minimum of two times per plan year. We will also attach a memo with the final statement of each plan year for those employees that have a balance remaining in the flexible spending account.
- (l) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (m) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the Plan Sponsor.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
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SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

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SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month payable to VISA for those employees that elect to utilize the Debit Card with their Flexible Spending Account. This fee can be paid by the participant or by the Plan Sponsor.
- (3) Our Monthly fee for administration of the Okaloosa Board of County Commissioners Flexible Benefits Plan will be at a fee of \$4.50 per participant per month. There are no other fees associated with the administration of the plan other than those listed above.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 12. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 13. AMENDMENT

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

SECTION 14. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than one hundred (100) days prior to the date of the termination by L&W and no less than thirty (30) days prior to the date of the termination by the PLAN SPONSOR. If due to a rate increase the notice of termination would be a minimum of 100 days.
- (b) This agreement will terminate automatically and immediately as of the date:
 - (1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or
 - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.

- (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

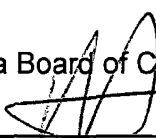
Lockard & Williams Insurance Services, P.A.

By: 

Title: Claims Manager

Date: 11-18-2010

Okaloosa Board of County Commissioners

By: 

Title: Chairman

Date: 12/2/10

GROUP FLEXIBLE BENEFITS PLAN

This is an agreement between **Okaloosa Board of County Commissioners**
(Called the PLAN SPONSOR in this Agreement) and **Lockard & Williams Insurance Services, P.A.**
The Plan Service Provider (Called L&W in this Agreement)

for

Group Flexible Benefits Plan Administration

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2009 through September 30, 2010; with an option for additional years as agreed upon by both parties.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will issue reimbursement checks to the participants of the plan as eligible claims are received and processed. A check register for all checks that are printed will be provided to the PLAN SPONSOR.
- (d) L&W will provide a reimbursement file to the PLAN SPONSOR which identifies all data pertaining to each check that is issued on each specified check cycle. This information will include employee name, social security number, check number, check amount and benefit account drawn from. This file will be delivered to the PLAN SPONSOR in a time frame agreed upon by both parties.
- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
- (g) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W.
- (h) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.

- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.
- (k) L&W will provide each participant with a statement of account at a minimum of two times per plan year. We will also attach a memo with the final statement of each plan year for those employees that have a balance remaining in the flexible spending account.
- (l) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (m) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the Plan Sponsor.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement.

SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 7. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month payable to VISA for those employees that elect to utilize the Debit Card with their Flexible Spending Account. This fee can be paid by the participant or by the Plan Sponsor.
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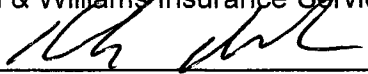
SECTION 14. TERMINATION

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 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.

- (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

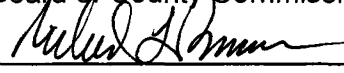
Lockard & Williams Insurance Services, P.A.

By: 

Title: Claims Manager

Date: 7-21-09

Okaloosa Board of County Commissioners

By:  RICHARD L. BRANNEN

Title: PURCHASING DIRECTOR

Date: 08-19-09

CONTRACT # C09-1743-RM
LOCKARD AND WILLIAMS INSURANCE SERVICES
GROUP FLEXIBLE BENEFITS PLAN
EXPIRES: 9/30/2010

FOR CONTRACT FILE

OKALOOSA BOARD OF COUNTY COMMISSIONERS

**Flexible Benefits
Administration Services**



INSURANCE SERVICES, P.A.

Lockard & Williams



INSURANCE SERVICES, P.A.

1505 Jackson Avenue · Post Office Box 1688
Pascagoula MS 39567-1688

May 22, 2009

Okaloosa Board of County Commissioners
Risk Management
Attn: Sue Barrow
601 A North Pearl Street
Suite 204
Crestview, FL 32536

Dear Mrs. Barrow,

Thank you for requesting and allowing Lockard & Williams to bid for the Administration of Flexible Benefits Plan for The Employees of Okaloosa County.

Lockard & Williams Insurance Services, P.A. has operated as a third party administrator for over 19 years and during that time we have never lost an employee benefit contract due to service issues. Our company has clients in both private and government sectors covering employees in eight southeastern states.

Lockard and Williams Insurance Services, P.A. has a Certification of Authority to do business in the State of Florida. As one of the owners of this company, I have the authorization to place this bid with Okaloosa County. I look forward to working with Okaloosa County in order to provide high quality service to all your employees.

Should you have any questions regarding our proposal, my toll free office phone number is (800) 530-7222. Kenny Anderson, who leads our flexible benefit plan administration team, can also be reached directly by his cell phone number which is (850) 516-7043. We would both be glad to assist you with any questions or concerns.

Sincerely,

John T. Lockard
Lockard & Williams Insurance Services, P.A.

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INSURANCE SERVICES, P.A.

SECTION I

FLEXIBLE BENEFITS PLAN ADMINISTRATION

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FLEXIBLE BENEFITS PLAN ADMINISTRATION

Our Approach to Service

Lockard and Williams Insurance Services, P.A. has strived toward providing the best in customer service to our clients. That will be the goal in handling the needs for the employees of Okaloosa County. The development and implementation of solid Flexible Benefits Plan services is vital in setting up your plan, but providing timely responses to all your questions and needs once the plan begins is also necessary. In our history as a Third Party Administrator, we have never lost a client due to service.

Our hours of operation are Monday – Friday from 8:00 a.m. to 5:00 p.m. central standard time. Plan Participants may reach our office toll free at (800) 530-7222. If a participant cannot contact the direct person they are in need to speak with, our office offers voice mail services. Our policy is to answer a phone call as promptly as possible, not to exceed two hours. Kenny Anderson keeps a cell phone on hand at all times and may be reached at the convenience of the Plan Participant at (850) 516-7043 – this includes after normal business hours.

Experience

We have over 19 years experience in the employee benefits field. Administration of self-funded health plans as well as fully insured plans is the backbone of our business. For several years we have looked at the possibility of entering into the Flexible Benefits Plan administration business. In July of 2003, Lockard & Williams moved in that direction by hiring Kenny Anderson to help us get that business started. Kenny comes to our company with over 16 years experience in this area. Although our office is located at 1505 Jackson Avenue, Pascagoula, MS, Kenny resides in Pensacola, FL. This has assured our Florida and lower Alabama clients that Lockard & Williams will have a local contact to service their company and employees' needs. We also have several other employees with extensive background experience to handle any and all questions and concerns that Okaloosa County might have with their Flexible Benefits Plan.

Plan Enrollment and Communication

The enrollment process in implementing a Flexible Benefits Plan is important in not only the first year of the plan but also in each subsequent plan year. We have found that enrollment meetings where we can provide a presentation to your staff on all aspects of the Flexible Benefits Plan is the best method for educating the employees of Okaloosa County. There will be no charge for the education meetings provided to Okaloosa County.

In our meetings, we provide a brochure which contains information on how a Flexible Benefits Plan can be used to help the employees save tax dollars. We also provide worksheets for estimating out of pocket medical expenses as well as dependent care expenses. Some employers prefer our education meetings to be conducted with the use

of a power point presentation. Our education meetings usually take approximately one hour; however, we are flexible and can accommodate you with a shorter presentation if requested.

Once the plan year begins, the enrollment of new hires would be handled by the staff of Okaloosa County. We will gladly assist you with these meetings if requested.

Once the enrollment period is completed, we would need census information for all employees who elected to participate in the Flexible Benefits Plan. This information can be sent to us by way of hard copy of the election forms or by spreadsheet in excel format. Once the data has been loaded into our software, we would send confirmation letters to those employees who participate in one of the Flexible Spending Accounts.

We also create a list of all employees participating in the plan for review by Okaloosa County.

During the course of the plan year, there may be instances where an employee requests to have their benefits changed in one way or another. Also the possibility could arise where an employee terminates employment during the plan year. Our office will supply the Human Resources Department with Family Status Change in case these situations arise. If at anytime advice is needed on whether a particular situation warrants allowing the employee to make a change, we will offer you our interpretation of the regulations. A copy of the Family Status Change Notice is included with the proposal.

Lockard & Williams will provide forfeiture reports at any time interval (weekly, monthly, quarterly, etc.). These reports can be formatted to suite the needs of Okaloosa County.

Reimbursement Filing Procedures

During the enrollment process of setting up your plan, it is emphasized that receiving reimbursement is extremely simple. We strive to insure that filing claims for reimbursement is easy and efficient for all employees.

Things to remember when filing a reimbursement claim:

Always complete the Medical Reimbursement Claim Form and/or Dependent Care Claim Form when filing for reimbursement. We provide these forms during the education meetings and will leave a supply of them with the Human Resources Department. The Internal Revenue Service requires documentation for all expenses listed on the claim forms; therefore, receipts are required to be sent with the claim forms.

We are very flexible in setting up the reimbursement schedule. The cut off for filing claims is generally four days prior to the reimbursement date at 5:00 PM. If we are to issue the reimbursement checks, we recommend they be given to employees on the scheduled reimbursement date. By setting up a reimbursement schedule, this will insure

timely turnaround for the employees claims. The fee for administration is the same regardless if we issue the checks to participants or Okaloosa County issues checks directly. We will be happy to accommodate your reimbursements based on your schedule.

Should a claim be denied, the employee is notified immediately by telephone or by mail. Letting the employee know there is a problem with their claim on a timely basis allows for the employee to correct the problem and get their reimbursement as quickly as possible. We provide a local telephone number as well as a toll free number to enable the employees to call and check claims status anytime at their convenience.

Computer System and Internet Access

Lockard & Williams Insurance Services, P.A. uses the WINFLEX software program, which is provided by Mayer Hoffman McCann, a CPA firm in Kansas City, Missouri. This software program allows us to provide our clients with an assortment of reports that will help in analyzing how plans are currently operating and also from one plan year to the next. We also utilize the EZFLEXPLAN.COM web site that allows employees to go online to view their Flexible Spending Account at anytime. This web site has other features which will help the employees of Okaloosa County in making decisions regarding their individual accounts.

5500 Filing and Discrimination Testing

Several years ago, changes were made in regard to filing requirements for 5500 annual filings. County governments are no longer required to file the 5500 annual filing for their Flexible Spending Account. Should the regulations on filing the 5500 annual return change, we would file your return at no charge.

Discrimination testing is performed on your plan to make sure it is compliant with all regulations. We will provide testing at the start of each plan year, the middle of the plan year and at the beginning of the last month of the plan year. There is no additional fee for this testing.

Invoicing

Invoices are sent to clients approximately on the 5th working day of each month. This invoice will be for the previous month's services and reflects the agreed upon fee schedule in our services contract.

Resolving Claims And Other Problems

When a non-insured claim under this Plan is denied in whole or in part, the employee or employee's beneficiary will receive written notification. Reasons for the denial will be listed in the notification, with reference to specific provisions on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedures. If the Administrator denies a claim for non-insured benefits, the Administrator may provide notice to the employee or the employee's beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. If the Administrator does not notify the employee of the denial of the claim within the 90 day period specified above, the claim shall be deemed denied. After the denial, the employee or employee's beneficiary, may submit a written request for reconsideration of the application to the Administrator within 60 days.

The complete appeals process is also described in the Summary Plan Description.

Administrative Reports

Standard reports that are available for our clients and sent based on a pre-determined frequency are as follows:

Contribution Report	Each time payroll cycle is ran
Reimbursement Check	Each time reimbursement checks are issued
Check Register	Each time reimbursement checks are issued
Year to Date Report	Each time plan is ran or as requested
Quarterly Participant Statement	Quarterly basis to participating employees
Employee List	As requested by client

CONTACT INFORMATION

Lockard and Williams Insurance Services, P.A.

Physical Address: 1505 Jackson Avenue, Pascagoula, MS 39567
Mailing Address: Post Office Box 1688, Pascagoula, MS 39568-1688
Toll Free Phone: (800) 530-7222
Local Phone: (228) 762-2500
L&W Website: www.lockardandwilliams.com
Flex Benefit Website: www.ezflexplan.com/lwis

Business Owners; Pascagoula, MS

John Lockard john@lockardandwilliams.com
Jim Williams jim@lockardandwilliams.com

Flex Benefit Plan Administrator; Gonzalez, FL

Kenny Anderson
Address: Post Office Box 1028, Gonzalez, FL 32560
Email: kanderson1959@earthlink.net

Phone: (850) 516-7043
Fax: (850) 479-2923

Additional Flex Benefit Plan Assistance; Pascagoula, MS

Marketing Supervisor: Melanie Wagner
Email: mel@lockardandwilliams.com

Marketing Sales: Windy Taylor
Email: mktg@lockardandwilliams.com

Additional TPA staffing information:

Lockard & Williams has assigned five dedicated employees to provide service for our Flex Benefit Plan clients. These employees have been employed with L&W from 5 to 19 years (see biographies of key employees).

John T. Lockard

John is one of the principal owners of Lockard & Williams Insurance Services, P.A. He has been licensed in the insurance business since 1984 and established Lockard & Williams Insurance Services, P.A. in 1990. His 23 years of handling Employee Benefits, including 19 years of Benefit Administration, makes him uniquely qualified to handle the full array of Employee Benefits. John has been involved in selling Cafeteria Plans, Self-Funded and Fully Insured Plans including educating and enrolling employees.

EDUCATION & TRAINING

- Business Administration Degree for the University of Southern Mississippi – 1984
- Mayer Hoffman & McCann Cafeteria training in Kansas City, MO – 1989
- Self Insurance Institute of America – Orlando, FL – 1995
- Self Insurance Institute of America- Miami, FL- 2004
- Society of Professional Benefit Administrators – annual seminars since 1993
- Member of the National Association of Insurance and Financial Advisors

PROFESSIONAL SERVICES FOR EMPLOYEE BENEFITS

- Cafeteria Plan Administration
- Self Funded Medical & Dental Administration
- Fully Insured Sales
 - Group Medical
 - Group Dental
 - Group Disability
 - Group Life and AD&D
 - Voluntary Employee Benefits



Jim E. Williams

Jim is one of the principal owners of Lockard & Williams Insurance Services, P.A. He received his insurance license in 1988 and with John Lockard established Lockard & Williams Insurance Services, P.A. in 1990. He has been directly involved with sales, government compliance, employee education, and enrollment, and administration of cafeteria plans & self-funded health and dental since 1988.

EDUCATION & TRAINING

- Bachelor of Public Administration from the University of Mississippi-1978
- Mayer Hoffman & McCann Cafeteria training in Kansas City, MO-1989
- Member of the Society of Professional Benefit Administration (SPBA) since 1988
- Board of Directors for the (SPBA) since 1999
- Chairman of the Board for (SPBA) 2006

PROFESSIONAL SERVICES FOR EMPLOYEE BENEFITS

- Cafeteria Plan Administration
- Self Funded Medical & Dental Administration
- Fully Insured Sales
 - Group Medical
 - Group Dental
 - Group Disability
 - Group Life and AD&D
 - Voluntary Employee Benefits



Melanie Wagner

Melanie has been a licensed agent involved in employee benefits since 1989. Her responsibilities include fully insured, self-funded and Cafeteria Plans. She is an account manager who handles various aspects of employee benefits including employee education, enrollment and service issues.

EDUCATION & TRAINING

- Attended MGC Junior College and the University of Southern MS – 1985-1987
- Licensed Life and Health Agent – 1989
- Annual Continuing Education
- Reinsurance Underwriting School – Las Vegas – 2003

PROFESSIONAL SERVICES FOR EMPLOYEE BENEFITS

- Cafeteria Plan Administration
- Self Funded Medical & Dental Administration
- Fully Insured Sales
 - Group Medical
 - Group Dental
 - Group Disability
 - Group Life and AD&D
 - Voluntary Employee Benefits



Kenny Anderson

Kenny is the manager of day-to-day operations of Cafeteria and HRA business at Lockard & Williams Insurance Services, P.A. He has over 16 years experience in dealing with employee benefit issues including consulting, plan design, plan set up and Cafeteria and HRA Plans.

STRONG EDUCATIONAL FOUNDATION

- A.A. – Pensacola Junior College
- Attended the University of West Florida
- HIAA Examination Part I
- ASPA Exam – Cafeteria Plan Fundamentals
- WinFlex Cafeteria Plan Software training – Kansas City, MO - 2002

PROFESSIONAL SERVICES

- Cafeteria Plans
- Health Reimbursement Arrangements
- Health Savings Accounts
- Employee Benefit Statements
- Employers Council on Flexible Compensation
- International Foundation of Employee Benefit Plans
- Employee Benefits Institute of America

Windy K. Taylor

Windy obtained her Mississippi State Agent License in March 2007. She has a background in Human Resources as a benefits specialist. Her responsibilities with Lockard & Williams include fully insured, self-funded and Cafeteria Plans. Windy currently handles various aspects of employee benefits including employee education, enrollment and service issues.

EDUCATION & TRAINING

- Licensed Life and Health Agent – 2007
- Masters Degree in Business Administration; William Carey College – 2004
- Bachelor of Science Degree in Marketing / Minor in Computer Information Systems; William Carey College – 2003
- Annual Continuing Education

PROFESSIONAL SERVICES FOR EMPLOYEE BENEFITS

- Cafeteria Plan Administration
- Self Funded Medical & Dental Administration
- Fully Insured Sales
 - Group Medical
 - Group Dental
 - Group Disability
 - Group Life and AD&D
 - Voluntary Employee Benefits



SECTION II

ERRORS & OMISSIONS POLICY

REFERENCES

REFERENCES

1. Organization Bay County Board of County Commissioners/Clerk of the Court
Address 240 East 4th Street, Panama City, FL 32401
Contact, phone number Joey Rogers; (850) 747-5215; Chief Financial Officer
Group size, type of program 700 Employees; Cafeteria Plan Administration

2. Organization Bay County Property Appraiser
Address 650 Mulberry Avenue, Panama City, FL 32401
Contact, phone number Diane Raffield; (850) 784-4095; Human Resources Manager
Group size, type of program 40 Employees; Cafeteria Plan Administration

3. Organization Jackson County Board of Supervisors
Address Post Office Box 998, Pascagoula, MS 39568
Contact, phone number Janet Krebs; (228) 769-3380; Human Resources Director
Group size, type of program 600 Employees; Cafeteria Plan Administration

4. Organization City of Defuniak Springs
Address 71 U.S. Highway 90 West, Defuniak Springs, FL 32435
Contact, phone number Sara Bowers; (850) 892-8503; Chief Financial Officer
Group size, type of program 100 Employees; Cafeteria Plan Administration

5. Organization Escambia County Sheriffs Department
Address Post Office Box 18770, Pensacola, FL 32523
Contact, phone number Gerlinda Smith; (850) 436-9359; Human Resources Manager
Group size, type of program 1,100 Employees; Cafeteria Plan Administration

REFERENCES

6. Organization **Santa Rosa County Board of County Commissioners**
Address **6495 Caroline Street, Milton, FL 32570**
Contact, phone number **DeVann Cook; (850) 983-1950; Human Resources**
Group size, type of program **1200 Employees; Cafeteria Plan Administration**
7. Organization **Pen Air Federal Credit Union**
Address **1495 East Nine Mile Road, Pensacola, FL 32514**
Contact, phone number **Dana Mullins; (850) 505-3200; Vice President**
Group size, type of program **300 Employees; Cafeteria Plan Administration**
8. Organization **Florida Institute for Human and Machine Cognition**
Address **127 South Alcaniz Street, Pensacola, FL 32502**
Contact, phone number **Ronnie Armstrong; (850) 202-4449; Comptroller**
Group size, type of program **100 Employees; Cafeteria Plan Administration**
9. Organization **West Florida Medical Center Clinic**
Address **8333 North Davis Highway, Pensacola, FL 32514**
Contact, phone number **Michele Stinson; (850) 474-8418; Human Resources Manager**
Group size, type of program **700 Employees; Cafeteria Plan Administration**
10. Organization **Imperial Palace Casino Resort Hotel**
Address **850 Bayview Avenue, Biloxi, MS 39530**
Contact, phone number **Glenda Dresback; (228) 523-8574; Benefits Manager**
Group size, type of program **150 Employees; Cafeteria Plan Administration**

SECTION III

FEE SCHEDULE

OKALOOSA BOARD OF COUNTY COMMISSIONERS

Cafeteria Fee Schedule

I.	Initial Plan Set Up Fee (One time fee only)	No Charge
II.	Monthly Administration Fee (Per participant per month)	\$ 4.50
III.	Debit Card Utilization Fee (Per participant per month)	\$ 1.00
IV.	Education / Enrollment Meetings (Includes materials)	No Charge

SECTION IV

SAMPLE BROCHURE (EMPLOYEE HANDOUT)

SAMPLE EMPLOYEE FORMS

- **Election Form**
- **Waiver Form**
- **Change in Status Form**
- **Claim Form**

**You can make more
money this year...**

**with the
Flexible Benefits
Plan!**

Take advantage of your company's

**Flexible Benefits Plan
and take home more money.**

A Flexible Benefits Plan helps your paycheck buy more!

Sometimes referred to as a cafeteria plan, flex plan, or a Section 125 plan — a Flexible Benefits Plan lets you set aside a certain amount of your paycheck into an account — before paying income taxes. During the year you have access to this account for reimbursement of expenses you regularly pay for, such as health-care and dependent daycare. When you use tax-free dollars to pay for these expenses, you realize an increase in your spending power, and substantial tax savings.

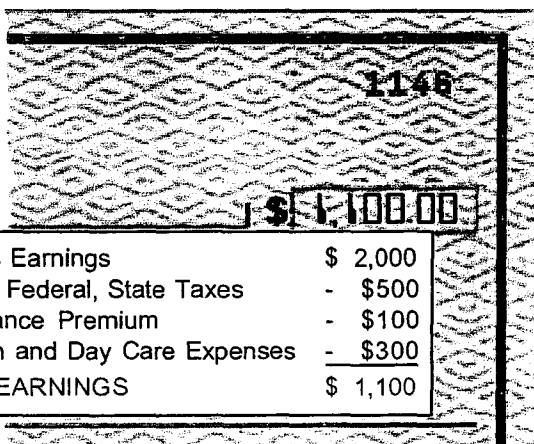
Reimbursable expenses can include:

- Deductibles, Co-pays, and Prescription Drugs
- Expenses not covered by insurance
- Dental Services & Orthodontics
- Eyeglasses, Contacts, Solutions & Eye Surgery
- Weight-loss programs (associated with a specific disease)
- Chiropractic services
- Psychiatric care & Psychologist's fees.
- Smoking Cessation programs
- Adult & Child Daycare services
- Adoption expenses
- And more!

Here's how it works...

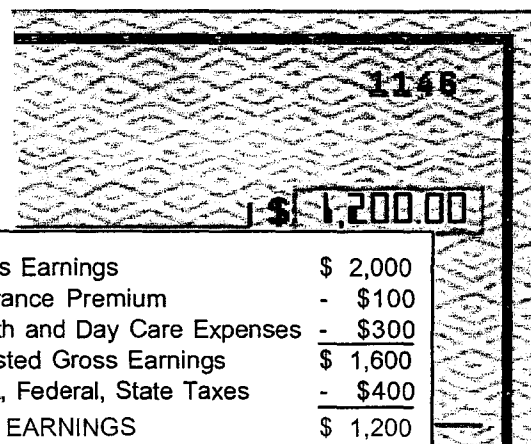
Example: An employee makes \$2,000 each month and decides to participate in her employer's Flexible Benefits Plan. As a result, her insurance premiums and health and daycare expenses are paid with tax-free dollars, giving her an additional \$100 each month!

Without the Plan



Gross Earnings	\$ 2,000
FICA, Federal, State Taxes	- \$500
Insurance Premium	- \$100
Health and Day Care Expenses	- \$300
NET EARNINGS	\$ 1,100

With the Plan



Gross Earnings	\$ 2,000
Insurance Premium	- \$100
Health and Day Care Expenses	- \$300
Adjusted Gross Earnings	\$ 1,600
FICA, Federal, State Taxes	- \$400
NET EARNINGS	\$ 1,200

It's as easy as...

Carefully read this material and choose which options make sense for you to participate in.

Determine how much you expect to spend during the year for each option.

Complete the attached Participation Form and return it to your Human Resources Department.

Step I: Your Options

There are several accounts you can participate in with the Flexible Benefits Plan.

I: Healthcare Reimbursement Account

This account reimburses you for healthcare expenses not covered by insurance. You set aside money, tax-free, through regular payroll deductions. During the year, you can be reimbursed directly from your account for those qualified healthcare services provided that are not covered by insurance.

Common expenses that qualify for reimbursement are — doctor visits, deductibles, co-payments, prescriptions, mental health care, dental services and orthodontics, chiropractor services, eye exams, glasses and contacts.

II: Dependent Care Reimbursement Account

This account reimburses you for daycare expenses for eligible children and adults. Through regular payroll deductions, you set aside part of your income to pay for these expenses on a tax-free basis. To qualify, your dependents must be:

- a child under the age of 13, or
- a child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least 8 hours a day in your household.

Qualified expenses for reimbursement include — adult and child daycare centers, preschool and before/after school care.

Please note: A dependent care credit is available on your annual tax return. Whether or not to participate in the daycare portion of this plan depends on your income, filing status, number of

dependents and annual daycare expenses. You will also receive your tax savings throughout the year, rather than once a year when you file your taxes. Contact your plan administrator for further information.

III: Adoption Expense Reimbursement Account

The adoption account reimburses you for eligible expenses incurred in the adoption of a qualified child. These expenses include reasonable and necessary legal adoption fees, court costs, and attorney fees.

A qualifying child is an individual who has not attained the age of 18 as of the time of the adoption or is physically or mentally incapable of caring for himself. A qualifying child does not include the child of an individual's spouse.

IV: Additional Benefit

Your employer may have included benefits in addition to the programs described above. Your Human Resources Department will send notification, along with this enrollment brochure, if any such additional benefits are being offered at this time.

V: Premium Savings Account

This account allows you to pay for your employer-provided health and other insurance premiums with tax-free dollars. If you are covered under your employer's health and/or other insurance plans, you are automatically enrolled in this account! Be sure to let your employer know if you don't want your premiums paid tax-free.

Step II: Determining Your Reimbursable Expenses

By completing the following information, you can calculate your annual reimbursable expenses. Take into consideration the services to be provided during the upcoming plan year for you and your dependents.

Healthcare Expenses

Medical (1)*

Deductibles \$ _____
 Co-payments \$ _____
 Doctor visits \$ _____
 Prescriptions \$ _____
 Other \$ _____
Total \$ _____

Vision (2)

Exams \$ _____
 Eye Surgery \$ _____
 Lenses/Frames \$ _____
 Contacts \$ _____
 Solutions \$ _____
 Other \$ _____
Total \$ _____

Dental (3)*

Routine Check-ups \$ _____
 Fillings/Crowns \$ _____
 Orthodontics \$ _____
 Other \$ _____
Total \$ _____

Dependent Daycare Expenses

Children \$ _____
 Adults \$ _____
Total \$ _____

Adoption Expenses

Total \$ _____

Other Reimbursable Expenses**

Total \$ _____

Estimated Annual Expenses and Tax Savings

Total Healthcare Expenses (add 1 + 2 + 3) \$ _____
 Total Dependent Daycare Expenses \$ _____
 Total Adoption Expenses \$ _____
 Total Other Reimbursable Expenses \$ _____
 Total Expenses \$ _____
 Tax Bracket Percentage (see below) _____ %
 Annual Tax Savings \$ _____
(multiply total expenses by tax bracket percentage)

Savings Amount Per Paycheck

(divide total expenses by number of paychecks you receive each year - 52, 26, 24, 12)

Tax Estimate Table

Based on a combination of social security, federal, and state income taxes.

If your annual household earnings are:	Estimated tax rate is:
Less than \$30,000	25%
\$30,000 to \$40,000	29%
\$40,000 to \$70,000	31%
Greater than \$70,000	33%

These tax rates are estimates based on national averages and may not reflect your actual tax rate.

* Cosmetic procedures like teeth bleaching and face lifts are not eligible expenses for reimbursement.

** An "Additional Benefit" may not be offered by your employer. Check with your Human Resources Department.

Step III: Complete the Participation Form

Using the information you calculated in Step II, complete the attached Participation Form and return it to your Human Resources Department.

Questions & Answers

What is a Flexible Benefits Plan?

A benefit provided by your employer that lets you set aside a certain amount of your paycheck into an account before paying income taxes. Then, during the year you can be directly reimbursed from your account for qualified healthcare and daycare expenses.

Why should I participate in the Healthcare Reimbursement Account when I already have health insurance?

This account is used to pay for expenses not covered by insurance. For example — annual physicals, co-payments, eye exams, glasses, orthodontics, prescription drugs, and hospital care to name a few.

If I set aside part of my pay, won't I make less money?

No. Your net take-home pay will increase by the amount of taxes you did not pay. An example of how it may work for you is detailed on the inside of this brochure.

Can I change my contributions during the year?

Only if you have a change in status such as: marriage, birth, adoption, or a change in your, your spouse's, or your dependent's employment status.

What if I currently take the dependent care credit on my annual tax return?

Whether or not to participate in the daycare portion of this plan depends on your income, filing status, number of dependents and annual daycare expenses.

The amount you deposit in your Dependent Care Reimbursement Account reduces the amount, dollar for dollar, that you can claim as a credit on your tax return. Contact your plan administrator for further information.

How do I get reimbursed for my expenses?

Once you have completed the attached Participation Form, you will receive a claim form and instructions on how to file your claim. Simply complete the form, attach a copy of the healthcare or dependent care bill, and mail or fax the form to your plan administrator. Within a short time, you will receive your reimbursement.

Do I have to wait for the money to be deposited in my account in order to make a claim for reimbursement?

The annual amount you have allocated for the Healthcare Reimbursement Account is available to you at any time throughout the plan year. The amount available to you from your Dependent Care Reimbursement Account is the amount you have contributed to date.

How do I know how much is available in my accounts?

Each time you are reimbursed you will receive a statement attached to your reimbursement check that shows the dollar amount you have set aside as well as the amount you have been paid to date. Contact your plan administrator for further options.

What happens to my accounts if I terminate my employment?

You will be able to request reimbursement for healthcare and daycare expenses for services provided prior to your termination. Check your SPD for any additional rights or benefits provided by your company's plan.

What if I don't use all of the money I set aside in my accounts?

Carefully review your estimated expenses before making the decision to participate. Any contributions that are not used during the plan year may not be paid to you in cash or used in a later plan year.

What if I am not covered under my company's health insurance plan?

Good news! You and your family can still participate in the Healthcare or Dependent Care Reimbursement Accounts.

How do I benefit by participating?

Your biggest advantage is the tax savings. Every dollar you set aside in your account reduces your income taxes, and you can be reimbursed for qualified expenses that you are already paying for!

Are there any negatives that I should know about?

Yes, because you are not paying any social security tax on that portion of your income that has been redirected, your social security benefits may be slightly reduced.

The following healthcare expenses qualify for reimbursement under a **Flexible Spending Account (FSA) plan.***

Only healthcare expenses *not* reimbursed by insurance can be claimed.

Acupuncture (excluding remedies and treatments prescribed by acupuncturist)	Endodontist fees	Physician fees (cosmetic procedures not eligible)
Alcoholism treatment	Eyeglasses prescribed by your doctor	Podiatrist fees
Ambulance	Eye examination fees	Prescribed medicines
Artificial limbs/teeth	Eye surgery (cataracts, LASIK, etc.)	Psychiatric care
Chiropractors	Hearing devices and batteries	Psychologist and psychiatrist fees
Christian Science practitioner's fees	Home health care	Radiology
Contact lenses and solutions	Hospital bills	Routine physicals and other non-diagnostic services or treatments
Co-payments (doctor, dental, vision, pharmacy)	Insulin	Smoking cessation over-the-counter drugs
Costs for physical or mental illness confinement	Laboratory fees	Smoking cessation programs
Crutches	Laser eye surgery	Surgical fees
Deductibles	Office visits	Weight loss over-the-counter drugs with doctor's letter of medical necessity
Dental fees (cosmetic procedures not eligible)	Obstetrics and fertility	Weight loss programs with a doctor's letter of medical necessity
Dentures	Oral surgery	Wheelchair
Diagnostic fees	Orthodontic fees	Vitamins, with doctor's letter of medical necessity
Dietary supplements and vitamins with doctor's letter of medical necessity	Orthopedic devices	X-rays and MRI
Drug and medical supplies (syringes, needles, etc.)	Osteopath fees	
	Over-the-counter drugs that are medically necessary like allergy medications, aspirin, or antacids.	
	Oxygen	
	Periodontist fees	

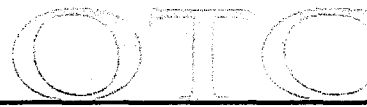
Items requiring a physician's letter listing a medical condition making the item necessary.*

Bedpans and ring cushions
Boost®/Pediasure®
Foot Spa
Herbs
Massagers
Massages
Minerals
Multivitamins
Oxygen
Reconstructive surgery in connection with birth defect, disease, or accident.
Special supplements
Special school for disabled child
Special teeth cleaning system
Therapeutic support gloves
Vitamins
Weight loss programs and fees pertaining to a specific disease
Wigs for hair loss caused by disease

Healthcare expenses that *do not* qualify for reimbursement under an FSA plan.*

Cosmetic surgery, procedures, and/or medications
Dental bleaching
Hair restoration (procedures, drugs, or medications)
Health club or gym memberships for general health
Marriage and family counseling
Over-the-counter items, drugs, or medications that are not medically necessary or are not prescribed by your physician
Weight loss programs for general health or appearance
Mail order prescriptions from another country
Premiums you or your spouse pay for insurance coverage (Payroll-deducted premiums sponsored by your employer are eligible under the Premium Only Plan.)

**Plan restrictions may apply. Check with your plan administrator.*



Accepted Over-The-Counter (OTC) Items*

Antiseptics

- Antiseptic wash or ointment for cuts or scrapes
- Antiseptic mouthwash
- Benzocaine swabs
- Boric acid powder
- First aid wipes
- Hydrogen peroxide
- Iodine tincture
- Rubbing alcohol
- Sublimed sulfur powder

Asthma Medications

- Bronchodilator/Expectorant tablets
- Bronchial asthma inhalers

Cold, Flu, and Allergy Medications

- Allergy medications
- Cold relief (liquid, tablets, or drops)
- Cough relief (liquid, tablets, or drops)
- Flu relief (liquid, tablets, or drops)
- Homeopathic sinus medications
- Medicated chest rub
- Nasal decongestant (drops, inhaler, spray, or strips)
- Sinus & allergy nasal spray
- Sinus medications
- Vapor patch cough suppressant

Diabetes

- Diabetic lancets
- Diabetic needles
- Diabetic supplies

- Diabetic syringes
- Diabetic test strips
- Glucose meters
- Glucose tablets

Ear/Eye Care

- Airplane ear protection
- Ear drops for swimmers
- Ear water-drying aid
- Earwax removal drops
- Homeopathic earache tablets
- Contact lens solutions

Health Aids

- Anti-fungal treatments
- Denture adhesives
- Diuretics and water pills
- Hemorrhoid relief
- Lice control
- Medicated bandages
- Motion sickness tablets
- Respiratory stimulant ammonia
- Sleeping aids

Pain Relief

- Arthritis pain reliever
- Bunion and blister treatments
- Itch relief
- Orajel®
- Pain relievers, aspirin and non-aspirin
- Throat pain medications

Personal Test Kits

- Cholesterol tests
- Colorectal cancer screening tests
- Home drug tests
- Ovulation indicators
- Pregnancy tests

Skin Care

- Acne medications
- Anti-itch lotion
- Bunion and blister treatments
- Cold sore and fever blister medications
- Corn and callus removal medications
- Diaper rash ointment
- Eczema cream
- Medicated bath products
- Wart removal medications

Stomach Care

- Acid reducers
- Antacid gum
- Antacid liquid
- Antacid tablets
- Anti-diarrhea medications
- Gas prevention (liquid, tablets, or drops)
- Ipecac syrup
- Laxatives
- Pinworm treatment
- Prilosec®
- Upset stomach medications

OTC items - requires doctor letter*

- Adhesive or elastic bandages
- Blood pressure meter
- Cold or hot compresses
- Eye drops
- Foot spa
- Gauze and tape
- Gloves and masks
- Herbs
- Incontinence supplies
- Leg or arm braces
- Massages
- Massagers
- Minerals
- Multivitamins
- Saline nose drops
- Special supplements
- Special teeth cleaning system
- Thermometers
- Vitamins

OTC items - not acceptable*

- Aromatherapy
- Baby bottles and cups
- Baby oil
- Baby wipes
- Blistex®/Chapstick®
- Breast enhancement system
- Cosmetics
- Cotton swabs
- Dental floss
- Deodorants
- Facial care
- Feminine care fragrances or facial care products
- Feminine hygiene products
- Hair regrowth
- Insoles
- Low "carb" foods
- Low calorie foods
- Mouthwash
- Oral care
- Petroleum jelly
- Shampoo and conditioner
- Skin care
- Spa salts
- Sun clips
- Sun tanning products
- Toothbrushes

*Plan restrictions may apply. Check with your plan administrator.

FLEXIBLE BENEFITS PLAN ELECTION FORM

To enroll, complete the following information, sign the form and return it to your Risk Management Representative.

PLEASE PRINT OR TYPE

PLAN INFORMATION

EMPLOYER NAME: Okaloosa County Board of County Commissioners PLAN YEAR: October 01,20 to September 30, 20

EMPLOYEE INFORMATION

NAME		DATE OF HIRE (Required)		SOCIAL SECURITY NUMBER	
Last	First	MI	MM/DD/YY		
MAILING ADDRESS					
Number & Street		City		State Zip Code	
DATE OF BIRTH	E-MAIL ADDRESS	PHONE NUMBER	GENDER	LOCATION / DEPARTMENT	
MM/DD/YY			<input type="checkbox"/> M <input type="checkbox"/> F		
PARTICIPANT'S EFFECTIVE PLAN DATE			DATE OF FIRST PAYROLL DEDUCTION		
MM/DD/YY (Only if different than beginning of Plan Year shown above)			MM/DD/YY		

ELECTION INFORMATION

I understand that the rules of the Internal Revenue Code allow me to use part of my salary on a pre-tax basis to purchase one or more of the following qualified benefits. I hereby elect to participate in my employer's Flexible Benefits Plan as indicated below.

OPTION I PREMIUM CONVERSION ACCOUNT (PCA OR POP) The group insurance premiums you pay through payroll deductions.	PT		PT	AT
	EMPLOYEE	MEDICAL	_____	_____
	MEDICAL	DENTAL	_____	_____
	YES _____	LIFE	_____	_____
	NO _____			

PLEASE CHECK YOUR ELECTION(S) AND FILL IN AMOUNT IF APPLICABLE

			DEDUCTION	
BENEFIT ELECTION OPTIONS	ELECTION		No. OF PAYCHECKS (i.e. 12, 26, etc.)	\$ _____ ANNUAL
OPTION II HEALTHCARE FLEXIBLE SPENDING ACCOUNT (FSA) You can elect up to the maximum amount as designated by your employer's Plan.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$ _____ PER PAY PERIOD	\$ _____ ANNUAL
OPTION III DEPENDENT CARE ASSISTANCE PLAN (DCA) Maximum of \$5,000 per Plan Year if single parent or if married and filling a joint Tax Return. Maximum of \$2,500 if married and filing separately.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$ _____ PER PAY PERIOD	\$ _____ ANNUAL

PARTICIPANT ELECTION AUTHORIZATION

I have reviewed and understand the terms and conditions on the back of this page and in my company's Summary Plan Description. I understand that I can not change or revoke this election at any time during the Plan Year unless I have a Qualifying Life Event change (including marriage, divorce, death, birth or adoption of a child, change or termination of spouse's employment, change in dependent care provider or such other events as the Plan Sponsor determines will permit a change or revocation of an election). I further acknowledge that I am responsible for keeping all receipts verifying all eligible expenses claimed under the Win flex Card and must submit such receipts to Lockard & Williams Insurance Services, Inc. (LWIS) for claims substantiation upon request.

CHOOSE ONE:

YES, the benefits of this Plan have been explained to me and I elect to participate as indicated above. I have read the disclosure on the back of this form and hereby agree to the terms of the disclosure by signing this form.

NO, I do not want to participate in a FSA or DCA at this time, but I understand that I will be treated as having elected to continue my benefit coverage and amount of compensation redirection then in effect for the new plan year for insured benefits only. I further understand that I will not have another opportunity to enroll in an FSA or DCA until the next Open Enrollment period unless I have Qualifying Life Event change.

OPTIONAL:

I would like to request an additional card for my spouse or tax dependent:

ADDITIONAL CARDHOLDER NAME	DATE OF BIRTH (MM/DD/YY)	SOCIAL SECURITY NUMBER
PARTICIPANT'S SIGNATURE: _____		DATE: _____
HUMAN RESOURCES' SIGNATURE: _____		DATE: _____

TERMS AND CONDITIONS

Qualifying Medical Care and Dependent Care Expenses: I understand that reimbursement will be available only for "qualifying medical care expenses" as listed under §213 and "qualifying dependent care expenses" as listed under §129 and §21 of the Internal Revenue Code for me and my eligible dependents. These expenses must be incurred while I am enrolled in the Plan. I agree to notify the Plan Sponsor or LWIS if I have reason to believe that any expense for which I have obtained reimbursement is not a qualifying expense. I also agree to repay the Plan on demand by way of check or payroll deduction for any expense paid for with the Win Flex card that is not allowed under §213, §129 or §21 of the Internal Revenue Code. I attest that I understand claimed medical expenses can not be reimbursed under the Healthcare FSA Plan if the expense has been or will be paid in the future by any other plan and acknowledge that the medical expenses have not been reimbursed or are not reimbursable under any other insurance plan coverage. I further acknowledge that I am responsible for keeping all receipts verifying all eligible expenses claimed under the Plan and must submit such receipts to LWIS for claims substantiation, upon request.

Participation Rules: I understand that reimbursement account eligibility, enrollment and benefits information is available from my Plan Sponsor. I authorize payroll deductions for the benefit elections indicated on this Election Form. I understand that I cannot change or revoke this compensation reduction agreement at any time during the Plan Year except for the occurrence of a Qualifying Life Event. In the case of a Qualifying Life Event, I must complete a Change Form no later than 30 days after the date the Qualifying Life Event occurs if I want to enroll in a reimbursement account or change my reimbursement account elections or amounts. Any amounts remaining in the account(s) represented by this Election Form at the end of the Plan Year, past the claims filing limit, will be forfeited to the Plan under the guidelines of the Internal Revenue Code.

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE PLAN SPONSOR'S CAFETERIA PLAN, MEDICAL REIMBURSEMENT PLAN, AND/OR DEPENDENT CARE ASSISTANCE PLAN AS AMENDED FROM TIME TO TIME IN EFFECT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH APPLICABLE LAWS, SHALL TAKE EFFECT AS A SEALED INSTRUMENT UNDER APPLICABLE LAWS, AND REVOKES ANY PRIOR ELECTION AND COMPENSATION REDUCTION AGREEMENT RELATING TO SUCH PLAN(S).

AUTHORIZATION

I authorize the use and disclosure of my protected health information as described below:

My protected health information is individually identifiable health information, including demographic information, collected from me or created or received by a healthcare provider, a health plan, my employer, or a healthcare clearinghouse and that relates to: (i) my past, present, or future physical or mental health or conditions; (ii) the past, present, or future payment for the provision of healthcare to me.

Lockard and Williams Insurance Services, Inc. (LWIS) is authorized to use or disclose my protected health information for the purpose of administering my §125 account. I further authorize LWIS to release my protected health information to my spouse and/or my tax dependent(s). I understand that I may decline disclosure of my protected health information (to my spouse and/or tax dependent(s)) by submitting a writing notification to LWIS.

All protected health information pertaining to the reimbursement of a §125 claim may be used and disclosed by LWIS.

I understand that if my protected health information is to be received by individuals or organizations that are not healthcare providers, healthcare clearinghouses or health plans covered by federal privacy regulations, my protected health information described above may be re-disclosed and no longer protected by federal privacy regulations.

I understand that I may revoke this authorization at any time by sending a written notification to LWIS, and this revocation will be effective for future uses and disclosures of protected health information. However, I further understand that this revocation will not be effective: (i) for information that LWIS already has used or disclosed, relying on this authorization or (ii) if the authorization was obtained as a condition for coverage by LWIS and, by law, LWIS has a right to contest the coverage.

I understand that this authorization expires upon termination of my employer's plan.

**OKALOOSA BOARD OF COUNTY COMMISSIONERS
FLEXIBLE BENEFITS PLAN**

WAIVER OF PARTICIPATION FORM

I, _____, hereby decline to participate in the
Okaloosa Board of County Commissioners Flexible Benefits Plan for the plan year
beginning January 1st, _____.

Employee's Signature

Date

Witness to Employee's Signature

Date

**OKALOOSA BOARD OF COUNTY COMMISSIONERS
FLEXIBLE BENEFITS PLAN
FAMILY STATUS CHANGE FORM**

Employee Name: _____

Employee Address: _____

Employee Social Security Number: _____

Plan Year: _____ through _____

- As a participant in the Flexible Benefits Plan, I am entitled to revoke my prior benefit election and enter into a new election in the event of certain changes in status.
- I understand that the change in my benefit election must be necessitated by and consistent with the change in status and that the change must be acceptable under the Regulations issued by the Department of Treasury.

I certify that I have incurred the following change in status:

- _____ Marriage
- _____ Divorce, Legal Separation or Annulment
- _____ Birth, adoption or placement for adoption of a child
- _____ Death of my spouse and/or dependent
- _____ Termination or commencement of employment by my spouse or dependent
- _____ Switching from part-time to full-time (or vice-versa) employment on the part of me or my spouse, or dependent or reduction or increase in hours, strike or lockout
- _____ I, my spouse or dependent have taken an unpaid leave of absence
- _____ A change in the residence or worksite of myself, my spouse or dependent
- _____ My dependent satisfies or ceases to satisfy the requirements for coverage

Effective, _____, I hereby change my election and compensation redirection agreement under the Flexible Benefits Plan with respect to the following benefit elections:

Coverage/Election

Amount

- | | | | | | |
|---|---|----------|--------------|-----------|--------------|
| 1 | _____ Health Care Reimbursement Account | \$ _____ | _____ Revoke | _____ Add | _____ Change |
| 2 | _____ Dependent Care Assistance Program | \$ _____ | _____ Revoke | _____ Add | _____ Change |
| 3 | _____ Dependent Group Health Insurance | | _____ Revoke | _____ Add | _____ Change |
| 4 | _____ Dependent Group Dental Insurance | | _____ Revoke | _____ Add | _____ Change |
| 5 | _____ Group Vision Insurance | | _____ Revoke | _____ Add | _____ Change |
| 6 | _____ Cancer | | _____ Revoke | _____ Add | _____ Change |
| 7 | _____ Accident | | _____ Revoke | _____ Add | _____ Change |
| 8 | _____ Intensive Care | | _____ Revoke | _____ Add | _____ Change |

(Dollar amount listed in the amount column will be the new deduction amount based on the effective date listed above).

Effective _____, the above employee has terminated employment with Okaloosa County.

Last payroll deduction date: _____

Employee's Signature

Date

Employer's Authorized Representative

Date

OKALOOSA BOARD OF COUNTY COMMISSIONERS

FLEXIBLE BENEFITS PLAN HEALTH CARE REIMBURSEMENT CLAIM FORM

____ Please mark (x) if address has changed

Social Security No:	Daytime Phone No:
Participant's Name:	
Participant's Address:	

The undersigned participant in the plan requests reimbursement in the amounts shown below:
(If additional space is needed, use the reverse side of this form.)

Please attach receipts, billing statements/invoices, or explanation of benefits

NOTE: Federal law requires you submit a written statement (such as an itemized statement from your benefit provider) as well as proof that the claim is not being reimbursed by an insurance company. Also, you will not be entitled to claim this expense as a tax deduction.

HEALTH CARE EXPENSE

Date of Service	Name of Service Provider	Describe Expense	Person for Whom Expense Incurred	Net Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total amount of health care expenses (including amounts from reverse side) \$ _____

READ CAREFULLY

The undersigned participant in the Plan certifies that all expenses, for which reimbursement or payment is claimed by submission of this form, were incurred during a period while the undersigned was covered under the Plan with respect to such expenses. The undersigned fully understands that he or she alone is fully responsible for the sufficiency, accuracy and veracity of all information relating to this claim which is provided by the undersigned, and that unless and expense for which payment or reimbursement is claimed is a proper expense under the Plan, the undersigned may be liable for the payment of all related taxes including federal, state or city tax on amounts paid from the Plan which relate to such expense. The undersigned further understands that no medical expense tax deduction is permitted for amounts for which reimbursement is made.

Employee's Signature

Date

SEND CLAIMS TO:

Lockard & Williams Insurance Services, P.A.
Attn: Kenny Anderson
Post Office Box 1028, Gonzalez, FL 32560
Phone (850) 516-7043
Fax (850) 479-2923 or (228) 769-0401
Toll Free Phone: (800) 530-7222

OKALOOSA BOARD OF COUNTY COMMISSIONERS

FLEXIBLE BENEFITS PLAN DEPENDENT CARE CLAIM FORM

Please mark (x) if address has changed

Social Security No:	Daytime Phone No:
Participant's Name:	
Name of Dependent(s):	
Name and address of person or day care center providing service(s) and description of service(s):	

Provider's ID#

Provider's Signature

The undersigned participant in the Plan requests reimbursement in the amount as stated:

Please attach receipts, billing statements / invoices.

Amount \$ _____

NOTE: The total amount claimed under the plan for any coverage period must not exceed the lesser of your wages or salary for the plan year or the wages or salary of your spouse. (If your spouse is either a full-time student or is incapable of taking care of himself or herself, then he or she is deemed to have monthly earnings of \$200 if there is one (1) child or dependent, and \$400 if there are two (2) or more children.) No payment may be made under the plan if the service provider is your dependent for federal income tax purposes, or is your child or stepchild and is under age 19.

READ CAREFULLY

The undersigned participant in the Plan certifies that all expenses, for which reimbursement or payment is claimed by submission of this form, were incurred during a period while the undersigned was covered under the Plan with respect to such expenses. The undersigned fully understands that he or she alone is fully responsible for the sufficiency, accuracy and veracity of all information relating to this claim which is provided by the undersigned, and that unless and expense for which payment or reimbursement is claimed is a proper expense under the Plan, the undersigned may be liable for the payment of all related taxes including federal, state or city tax on amounts paid from the Plan which relate to such expense. The undersigned further understands that no dependent care tax credit is permitted for amounts for which reimbursement is made.

Employee's Signature _____

Date _____

SEND CLAIMS TO:

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OKALOOSA BOARD OF COUNTY COMMISSIONERS

<u>RECEIPT FOR DEPENDENT CARE SERVICES</u>	
Dates of Service:	_____ through _____
Name of Dependent(s):	_____ _____ _____
Name & Address of Service Provider:	_____ _____ _____
ID Number:	_____ Amount \$ _____
Provider's Signature	Date

SECTION V

SAMPLE REPORTS

- **Employer Reports**
 - **Contribution Listing**
 - **Disbursement Listing**
 - **Year-To-Date Report**

- **Employee Reports**
 - **Statement of Accounts**

FLEXIBLE BENEFIT PLAN

Report: Contribution Listing
 Option: Sort by Department / Employee Sortby
 Prepared by: Lockard and Williams Insurance

Transactions date: 5/31/2007
 Date printed: 5/15/2007, 12:49:35 PM

Batch Number: 28560

Company Name: Sample Report Company

Plan Year: 2007

Employee ID/ SortBy	Line#	Benefit Description	Employer Portion	Adjusted Amount	Contribution Amount	Adjusted Amount
<u>Department CCC</u>						
654983211 GEITZ C	18	Group Dental Insuranc	0.00	_____	12.50	_____
	19	Group Health Insurance	0.00	_____	150.00	_____
		<u>Total for department CCC:</u>	0.00		162.50	
<u>Department NURSING</u>						
245159487 GEHLKEN B	5	Group Dental Insuranc	0.00	_____	40.00	_____
	6	Group Health Insurance	0.00	_____	175.00	_____
	7	Medical Flexible Spending Ac	0.00	_____	150.00	_____
512456565 GREEK J	13	Medical Flexible Spending Ac	0.00	_____	85.00	_____
512456987 WORTH D	14	Dependent Care Assistance	0.00	_____	65.00	_____
	15	Group Dental Insuranc	0.00	_____	20.00	_____
	16	Group Health Insurance	0.00	_____	90.00	_____
	17	Medical Flexible Spending Ac	0.00	_____	15.00	_____
		<u>Total for department NURSING:</u>	0.00		640.00	
<u>Department OTHSTAFF</u>						
357487598 J HUETTNE	11	Group Health Insurance	0.00	_____	110.00	_____
511487896 MCCANNON	12	Dependent Care Assistance	0.00	_____	140.00	_____
		<u>Total for department OTHSTAFF:</u>	0.00		250.00	
<u>Department PHYS</u>						
123456789 BIRDSALL J	1	Dependent Care Assistance	0.00	_____	100.00	_____
	2	Group Dental Insuranc	0.00	_____	35.00	_____
	3	Group Health Insurance	0.00	_____	250.00	_____
	4	Medical Flexible Spending Ac	0.00	_____	125.00	_____
258147369 CRYSTAL B	8	Dependent Care Assistance	0.00	_____	50.00	_____
	9	Group Dental Insuranc	0.00	_____	35.00	_____
	10	Medical Flexible Spending Ac	0.00	_____	65.00	_____
		<u>Total for department PHYS:</u>	0.00		660.00	
For batch 28560 :		Net To Be Posted :	0.00		1,712.50	
		Number of Record(s):	19			
		Employee(s) with Spending Account Only:	2			
		Employee(s) with Non-Spending Account Only:	2			
		Employee(s) with Both Accounts:	4			

FLEXIBLE BENEFIT PLAN

Report: Contribution Listing
Option: Sort by Department / Employee Sortby
Prepared by: Lockard and Williams Insurance

Transactions date: 5/31/2007
Date printed: 5/15/2007, 12:49:35 PM

Batch Number: 28560

Company Name: Sample Report Company

Plan Year: 2007

Benefit Summary List for batch 28560:

<u>Benefit(s)</u>	<u>Contribution(s)</u>	<u>Employee(s)</u>
Group Dental Insuranc	142.50	5
Group Health Insurance	775.00	5
Medical Flexible Spending Accoun	440.00	5
Dependent Care Assistance Plan	355.00	4
	<u>1,712.50</u>	<u>19</u>

FLEXIBLE BENEFIT PLAN

Report: **Disbursement Listing**

Option: **Sort By Department / Employee SortBy**

Prepared by: **Lockard and Williams Insurance**

Transaction date: **5/31/2007**

Date printed: **5/15/2007, 12:58:53 PM**

Batch Number: **28567**

Company Name: **Sample Report Company**

Plan Year: **2007**

Employee	Benefit Description	Disburse Amount	Adjusted Amount	Vendor
<u>Department NURSING</u>				
245159487 GEHLKEN B	Medical Flexible Spending Accou	165.30		245159487 GEHLKEN B
	Total Disbursed for GEHLKEN B:	165.30		
512456565 GREEK J	Medical Flexible Spending Accou	25.00		512456565 GREEK J
	Total Disbursed for GREEK J:	25.00		
512456987 WORTH D	Dependent Care Assistance Plan	65.00		512456987 WORTH D
	Medical Flexible Spending Accou	780.00		512456987 WORTH D
	Total Disbursed for WORTH D:	845.00		
<u>Department OTHSTAFF</u>				
511487896 MCCANNON T	Dependent Care Assistance Plan	140.00		511487896 MCCANNON T
	Total Disbursed for MCCANNON T:	140.00		
<u>Department PHYS</u>				
123456789 BIRDSALL J (H)	Medical Flexible Spending Accou	42.65		123456789 BIRDSALL J
	Total Disbursed for BIRDSALL J:	42.65		

Employee Identifiers:

- T = Terminated
- H = High Comp
- K = Key Employee
- O = 5% Owner
- U = Under 25K

FLEXIBLE BENEFIT PLAN

Report: **Disbursement Listing**
Option: **Sort By Department / Employee SortBy**
Prepared by: **Lockard and Williams Insurance**

Transaction date: **5/31/2007**
Date printed: **5/15/2007, 12:58:53 PM**

Batch Number: **28567**
Company Name: **Sample Report Company**

Plan Year: **2007**

Employees Processed: 5
Summary for Batch 28567:

<u>Benefit</u>	<u>Disbursements</u>	<u>Employee</u>
Medical Flexible Spending Acc	1,012.95	4
Dependent Care Assistance PI	205.00	2
	<u>1,217.95</u>	

FLEXIBLE BENEFIT PLAN

Report: Employee Statement of Accounts
 Prepared by: Lockard and Williams Insurance

Transactions date: 4/24/2007
 Date printed: 4/23/2007, 11:43:49 PM

Company Name: Sample Report Company
 Employee #: 00000000

PlanYear: 2007
 Department: 0123

Sample Company Employee
 1234 Sample Street
 Sample City, State, Zip

Eligible date: 8/1/2006
 Leave Of Absence start:
 Leave Of Absence end:
 Termination Date:

Date	Transaction Desc	Reference #	Claims	Contributions
Plan Name: Health Care Reimbursement Account				
8/9/2006	Contributions	21096/7		150.00
8/23/2006	Contributions	21100/7		150.00
9/6/2006	Contributions	21104/7		150.00
9/20/2006	Contributions	21482/7		150.00
10/4/2006	Contributions	21841/7		150.00
10/18/2006	Contributions	22224/7		150.00
11/1/2006	Contributions	22612/7		150.00
11/15/2006	Contributions	22966/7		150.00
11/29/2006	Contributions	23380/8		150.00
12/13/2006	Contributions	23885/8		150.00
12/27/2006	Contributions	24275/8		150.00
1/10/2007	Contributions	24679/8		150.00
1/24/2007	Contributions	25140/8		150.00
2/7/2007	Contributions	25647/8		150.00
2/21/2007	Contributions	26132/8		150.00
3/7/2007	Contributions	26623/7		150.00
3/21/2007	Contributions	27084/7		150.00
4/4/2007	Contributions	27480/6		150.00
4/18/2007	Contributions	27854/6		150.00
			0.00	2,850.00

SUMMARY FOR HEALTH CARE REIMBURSEMENT ACCOUNT:

Annual Election:	\$3,900.00
Contributed to date:	\$2,850.00
Claimed to date:	\$0.00
Disbursed to date:	\$0.00
Balance to be disbursed :	\$3,900.00

FLEXIBLE BENEFIT PLAN

Report: Year-To-Date Report

Option: Sort By Department / Employee SortBy

Transactions date: 5/31/2007

Prepared by: Lockard and Williams Insurance

Date printed: 5/15/2007, 1:01:55 PM

Company Name: **Sample Report Company**
Plan: **2007**

Coverage Period: **1/1/2007 to 12/31/2007**

Benefit: **Dependent Care Assistance Plan**

Emp. #	Employee Name	Annual Election	Contributions	Disbursement	Balance
<u>NURSING</u>					
512456987	Donald Worth	3,380.00	65.00	-65.00	0.00
<i>Total for department NURSING:</i>			65.00	-65.00	0.00
<u>OTHSTAFF</u>					
511487896	Todd McCannon	3,640.00	140.00	-140.00	0.00
<i>Total for department OTHSTAFF:</i>			140.00	-140.00	0.00
<u>PHYS</u>					
123456789	Jake Birdsall (H)	2,600.00	100.00	0.00	100.00
258147369	Bill Crystal	2,600.00	50.00	0.00	50.00
<i>Total for department PHYS:</i>			150.00	0.00	150.00
Total for Dependent Care Assistance Plan / 2007 :			355.00	-205.00	150.00
Count for Dependent Care Assistance Plan / 2007 :			4		

FLEXIBLE BENEFIT PLAN

Report: Year-To-Date Report

Option: Sort By Department / Employee SortBy

Transactions date: 5/31/2007

Prepared by: Lockard and Williams Insurance

Date printed: 5/15/2007, 1:01:55 PM

Company Name: **Sample Report Company**
Plan: **2007**

Coverage Period: **1/1/2007 to 12/31/2007**

Benefit: **Medical Flexible Spending Account**

Emp. #	Employee Name	Annual Election	Contributions	Disbursement	Balance
<u>NURSING</u>					
245159487	Bruce Gehlken	3,900.00	150.00	-165.30	-15.30
512456565	Jimmy Greek	2,210.00	85.00	-25.00	60.00
512456987	Donald Worth	780.00	15.00	-780.00	-765.00
<i>Total for department NURSING:</i>			250.00	-970.30	-720.30
<u>PHYS</u>					
123456789	Jake Birdsall (H)	3,250.00	125.00	-42.65	82.35
258147369	Bill Crystal	3,380.00	65.00	0.00	65.00
<i>Total for department PHYS:</i>			190.00	-42.65	147.35
Total for Medical Flexible Spending Account / 2007 :			440.00	-1,012.95	-572.95
Count for Medical Flexible Spending Account / 2007 :			5		

FLEXIBLE BENEFIT PLAN

Report: Year-To-Date Report
 Option: Sort By Department / Employee SortBy
 Prepared by: Lockard and Williams Insurance

Transactions date: 5/31/2007
 Date printed: 5/15/2007, 1:01:55 PM

Company Name: Sample Report Company		Coverage Period: 1/1/2007 to 12/31/2007			
Plan: 2007		Benefit: Group Dental Insuranc			
Emp. #	Employee Name	Annual Election	Contributions	Disbursement	Balance
<u>CCC</u>					
654983211	Chip Geitz	325.00	12.50	-12.50	0.00
	<i>Total for department CCC:</i>		12.50	-12.50	0.00
<u>NURSING</u>					
245159487	Bruce Gehlken	1,040.00	40.00	-40.00	0.00
512456987	Donald Worth	1,040.00	20.00	-20.00	0.00
	<i>Total for department NURSING:</i>		60.00	-60.00	0.00
<u>PHYS</u>					
123456789	Jake Birdsall (H)	910.00	35.00	-35.00	0.00
258147369	Bill Crystal	1,820.00	35.00	-35.00	0.00
	<i>Total for department PHYS:</i>		70.00	-70.00	0.00
	Total for Group Dental Insuranc / 2007 :		142.50	-142.50	0.00
	Count for Group Dental Insuranc / 2007 :		5		

FLEXIBLE BENEFIT PLAN

Report: Year-To-Date Report
 Option: Sort By Department / Employee SortBy
 Prepared by: Lockard and Williams Insurance

Transactions date: 5/31/2007
 Date printed: 5/15/2007, 1:01:55 PM

Company Name: Sample Report Company
 Plan: 2007

Coverage Period: 1/1/2007 to 12/31/2007
 Benefit: Group Health Insurance

Emp. #	Employee Name	Annual Election	Contributions	Disbursement	Balance
<u>CCC</u>					
654983211	Chip Geitz	3,900.00	150.00	-150.00	0.00
	Total for department CCC:		150.00	-150.00	0.00
<u>NURSING</u>					
245159487	Bruce Gehlken	4,550.00	175.00	-175.00	0.00
512456987	Donald Worth	4,680.00	90.00	-90.00	0.00
	Total for department NURSING:		265.00	-265.00	0.00
<u>OTHSTAFF</u>					
357487598	E J Huettner (H K O)	2,860.00	110.00	-110.00	0.00
	Total for department OTHSTAFF:		110.00	-110.00	0.00
<u>PHYS</u>					
123456789	Jake Birdsall (H)	6,500.00	250.00	-250.00	0.00
	Total for department PHYS:		250.00	-250.00	0.00
	Total for Group Health Insurance / 2007 :		775.00	-775.00	0.00
	Count for Group Health Insurance / 2007 :		5		

FLEXIBLE BENEFIT PLAN

Report: Year-To-Date Report

Option: Sort By Department / Employee SortBy

Prepared by: Lockard and Williams Insurance

Transactions date: 5/31/2007

Date printed: 5/15/2007, 1:01:55 PM

Company Name: Sample Report Company
Plan: 2007

Coverage Period: 1/1/2007 to 12/31/2007

SUMMARY

Contributed to date:	1,712.50
Disbursed to date:	-2,135.45
Balance to be disbursed:	-422.95

Employee Identifiers:

T = Terminated

H = High Comp

K = Key Employee

O = 5% Owner

U = Under 25K

Thank you for allowing Lockard & Williams the opportunity to assist you and your employees with your Employee Benefits. Please do not hesitate to contact our office if you should have any questions regarding your proposal or if we may be of further assistance.

1505 Jackson Avenue • Post Office Box 1688
Pascagoula, MS 39568
P (228) 762-2500 • F (228) 769-0401
Toll Free (800) 530-7222

Lockard & Williams



INSURANCE SERVICES, P.A.