CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

08/13/2019

Contract/Lease Control #: C19-2833-RM

Procurement#:

RFP RM 53-19

Contract/Lease Type:

<u>CONTRACT</u>

Award To/Lessee:

EYEMED VISION CARE, LLC

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

10/01/2019

Expiration Date:

09/30/2022 W/2 1 YR RENEWALS

Description of

Contract/Lease:

EMPLOPYEE VISION BENEFITS

Department:

RM

Department Monitor:

<u>GIBSON</u>

Monitor's Telephone #:

<u>850-689-5977</u>

Monitor's FAX # or E-mail: <u>EGIBSON@MYOKALOOSA.COM</u>

Closed:

Cc:

Finance Department Contracts & Grants Office



Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Net Commissions

Exam & Materials

Insight Network

Fully Insured

Employee Paid

Funded Benefits

Frequency

Examination

Once every plan year

Lenses (in lieu of contacts) Once every plan year

Contacts (in lieu of lenses) Once every plan year

Once every other plan year

Okaloosa County BOCC

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES		
Exam	\$0 copay	Up to \$40

FRAME

Frame \$0 copay; 20% off balance over \$130 allowance Up to \$91

CONTACT LENSES

(Contact Lens allowance includes materials only)

Contacts - Conventional \$0 copay; 15% off balance over \$130 allowance Up to \$130 Contacts - Disposable \$0 copay; 100% of balance over \$130 allowance Up to \$130 Contacts - Medically Necessary \$0 copay; paid-in-full Up to \$210

STANDARD PLASTIC LENSES Single Vision \$15 copay Up to \$30 Bifocal \$15 copay Up to \$50

Trifocal \$15 copay Up to \$70 Lenticular \$15 copay Up to \$70 Progressive - Standard \$70 copay

Up to \$50 Progressive - Premium Tier 1 \$100 copay Up to \$50 \$110 copay

Progressive - Premium Tier 2 Up to \$50 Progressive - Premium Tier 3 \$125 copay Up to \$50

Progressive - Premium Tier 4 \$190 copay **LENS OPTIONS**

Anti Reflective Coating - Standard \$45 copay Up to \$5 Anti Reflective Coating - Premium Tier 1 \$57 copay Up to \$5 Anti Reflective Coating - Premium Tier 2 \$68 copay Up to \$5

Anti Reflective Coating - Premium Tier 3 \$85 copay Up to \$5 Polycarbonate - Std < 19 years of age \$0 copay

Terms

Contract Term 24 months

Rate Guarantee

24 months

MONTHLY RATES

Subscriber \$5.40 Subscriber + Spouse \$11.64 Subscriber + Child(ren) \$9.39 Subscriber + Family \$15.62

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633, **PLAN DETAILS**

Quote for group sitused in the State of FL and will be valid until the 10/01/2021 implementation date. Date Quoted 07/21/2021. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-146, form number M-9191. PLAN EXCLUSIONS/LIMITATIONS

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order, or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If Okaloosa County BOCC has chosen this benefit design, attach this document to the group application and sign here

Signature P201603 TC - 0

Q-00028779 - QL-0000048441

Up to \$50

Up to \$32

Your custom vision quote

MORE OF WHAT'S BEST, NOT MORE OF THE SAME

Get the most out of your vision plan with these EyeMed highlights:

- Ability to use the frame and contact lens allowances in the same benefit year worth up to an extra \$130¹
- Up to \$50 off the purchase of non-prescription sunglasses from Sunglass Hut
- Separate contact lens fit & follow-up coverage (leaving the entire allowance for materials)

Plus, with us, you also always get:

THE VISION NETWORK EMPLOYEES WANT	BENEFITS THAT REDEFINE EXPECTATIONS	ABOVE ALL ELSE, WE MAKE BENEFITS EASY
America's largest vision network with the right mix of providers ²	The freedom to choose any ophthalmic frame, lens or contact lens without restrictions at any of	Cost transparency with our Know Before You Go cost estimator
Several in-network options for buying eyewear online	our retail providers, independent provider locations or online.	Digital tools like online scheduling ³ , a mobile app and personalized text alerts
	Complimentary HealthyEyes wellness program that keeps the focus on eye health with online tools, articles and videos to make the conversation around vision even easier	
	Members-only savings on eyewear, LASIK, hearing aids and more online	

We can't wait to work with you – Contact Michael Smith at msmith4@eyemed.com with questions

¹ This document provides highlights of one or more EyeMed plans, Frame allowances may vary by plan, Please consult your EyeMed representative for details.

² Based on the EyeMed Insight network, October 2020.

³ At select locations



Board of County Commissioners Purchasing Department

State of Florida

Date: June 14, 2019

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

Employee Vison, Employee Life, Employee Short-Term and Employee Long-Term Disability Insurance

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

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

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

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

Short-term Disability not awarded at this time.

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Jemey myde Purchasing Manager

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: <u>180</u> 53-19Tracking Number:						
Procurement/Contractor/Lessee Name: $\underline{\text{Eye} \text{Med}}$ Grant Funded: YES NO $\underline{\text{V}}$						
Purpose: Visim - Employee						
Date/Term:						
Amount: <u>PMAGAL PO</u> IC ¹ 2. GREATER THAN \$50,000						
Department:						
Dept. Monitor Name:						
Purchasing Review						
Procurement or Contract/Lease requirements are met: Date:						
2CFR Compliance Review (if required)						
Approved as written: MD Adval Grant Name:						
Date: Grants Coordinator Danielle Garcia						
Risk Management Review						
Approved as written: Sel mail delaild						
Date:						
County Attorney Review						
Approved as written: Sch attached Amal						
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee						
Following Okaloosa County approval:						
Clerk Finance Document has been received:						
Date:						

DeRita Mason

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Tuesday, July 16, 2019 4:43 PM

To:

DeRita Mason; Edith Gibson

Cc:

Lynn Hoshihara; Karen Donaldson

Subject:

RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

This is approved for legal purposes.

Kerry A. Parsons, Esq.
Nabors
Giblin &
Nickerson
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: Tuesday, July 16, 2019 4:47 PM

To: Parsons, Kerry <KParsons@ngn-tally.com>; Edith Gibson <egibson@myokaloosa.com>

Cc: Lynn Hoshihara hoshihara @myokaloosa.com; Karen Donaldson kdonaldson@myokaloosa.com;

Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

Thank you, see updated with all changes and comments incorporated.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Tuesday, July 16, 2019 3:24 PM

To: Edith Gibson <egibson@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>

Cc: Lynn Hoshihara < ! Karen Donaldson kdonaldson@myokaloosa.com

Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

In addition to what was already amended, I had a few minor revisions.

Kerry A. Parsons, Esq. Nabors Giblin &

1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308

T. (850) 224-4070

Nickerson...

Kparsons@ngn-tally.com

DeRita Mason

From:

Edith Gibson

Sent:

Tuesday, July 16, 2019 3:54 PM

To:

DeRita Mason; Parsons, Kerry

Cc:

Lynn Hoshihara; Karen Donaldson

Subject:

RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

It looks good.

Thank you,

Edith Z. Gibson Risk Manager Okaloosa County Risk Management 5479-B Old Bethel Rd. Crestview, FL 32536

Office: 850-689-5979 Çell: 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 email communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Tuesday, July 16, 2019 3:47 PM

To: Parsons, Kerry <KParsons@ngn-tally.com>; Edith Gibson <egibson@myokaloosa.com>

Cc: Lynn Hoshihara hoshihara@myokaloosa.com; Karen Donaldson kdonaldson@myokaloosa.com;

Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

Thank you, see updated with all changes and comments incorporated.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Tuesday, July 16, 2019 3:24 PM

To: Edith Gibson < egibson@myokaloosa.com >; DeRita Mason < dmason@myokaloosa.com >

Cc: Lynn Hoshihara < ! Karen Donaldson < kdonaldson@myokaloosa.com > ; Karen Donaldson < kdonaldson@myokaloosa.com > ;

Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

In addition to what was already amended, I had a few minor revisions.

Kerry A. Parsons, Esq.

View assistance for SAM.gov



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/17/2019, from 8:00 AM to 3:00 PM (EDT).

ALERT: Due to increased volume and additional security requirements, a high number of entity registrations are pending CAGE review. Processing time currently exceeds the normal window of ten business days. Some users may experience processing delays of up to four weeks. Respond promptly if you are contacted by a CAGE Technician for additional information. Contact the CAGE Help Desk with urgent questions about a registration pending CAGE review.

Search Results Quick Search Results Total records:1 Save PDF Export Results Print Result Page: Sort by Relevance V Order by Descending V Your search returned the following results... Entity Status: Active **EyeMed Vision Care LLC** DUNS: 135837727 CAGE Code: 7PJC9 View Details Has Active Exclusion?: No DoDAAC: Expiration Date: 06/12/2020 Debt Subject to Offset?: No Purpose of Registration: All Awards Result Page: 1 Save PDF Export Results Print

IBM-P-20190627-1414 WWW1

FAPHS.gov Search Records Disclaimers Data Access Accessibility GSA.gov/IAE GSA.gov Check Status Privacy Policy About USA.gov

Help

This is a U.S. Ceneral Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CONTRACT: C19-2833-RM EYEMED VISION CARE, LLC EMPLOYEE VISION BENEFITS

EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

CONTRACT For RFP 53-19 Employee Vision Benefits

This Contract executed and entered into this 1st day of October, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and EyeMed Vision Care, LLC (hereinafter the "Contractor"), a Foreign Limited Liability Company, whose principal address is 4000 Luxottica Pl, Mason, OH 45040, states as follows:

WITNESSETH:

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

WHEREAS, after due review of all bids, EyeMed Vision Care, LLC has been selected for the Employee Vision for Okaloosa County; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

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

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

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

II. Scope of Work

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

III. Insurance Premium

Okaloosa County shall pay insurance premium directly to Fidelity Security Life Insurance Company ("FSL") in accordance with the payment provisions of the Vision Insurance Group Policy issued by FSL to Okaloosa County.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective on October 1, 2019 and end on September 30, 2022. The contract may be renewed for an additional two (2) one (1) year renewal periods upon mutual agreement of both parties.

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

The County may terminate this Agreement in whole or part for cause. If the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency up to a maximum of seventy-five thousand dollars and 00/100 (\$75,000.00).

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

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

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

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

V. Remedies

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

VIII. Notice

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

The authorized representatives of the County shall be:

Edith Gibson, Risk Management Director 5479B Old Bethel Rd. Crestview, FL 32536

Phone: 850-689-5970

Email: egibson@myokaloosa.com

The authorized representative for EyeMed Vison Care, LLC shall be:

Matthew MacDonald, Senior Vice President 4000 Luxottica Place Mason, OH 45040

Phone: 513-620-1445

Email: mmacdonald@luxottica.com

Courtesy copy to:

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

Phone: 850-689-5960 Fax: 850-689-5998

Email: dmason@myokaloosa.com

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

IX. Governing Law & Venue

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

X. Public Records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

- 1. Keep and maintain public records required by the County to perform the service.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 3. Except as needed to meets its obligations under this contract, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 4. Upon completion of the contract, and except to the extent copies are needed by Contractor to comply with applicable record retention laws, 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. As permitted by HIPAA and Florida privacy laws, all records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

XI. Audit

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

XII. Assignment

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

XIII. Entire Contract & Waivers

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

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

XIV. Severability

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

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. Other than underwriting vision insurance, which will be performed by FSL, all services shall be performed only by Contractor and Contractor's employees or subcontractors. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

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

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all third-party claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them ("Claims"), whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. Notwithstanding the above, it is agreed and understood that optometrists and other licensed vision professionals who participate in the network are not controlled or directed by Contractor and Contractor will have no obligation to defend, indemnify or hold harmless anyone for Claims arising from the acts or omissions of licensed vision professionals.

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

XVIII. Representation of Authority to Contractor/Signatory

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

XVI. Subcontracting

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

XX. Insurance

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right, when necessary, to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

- The Contractor shall carry other Commercial General Liability insurance against all other 1. Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - Independent Contractors Liability 3.)
 - 4.) Contractual Liability
 - Products and Completed Operations Liability 5.)
- 4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

1.	Worker's Compensation		
	1.) State		

2.) Employer's Liability

2. **Business Automobile** Statutory

LIMIT

\$500,000 each accident

\$1,000,000 each accident (A combined single limit) Commercial General Liability

 \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations

 Personal and Advertising Injury

 \$1,000,000 each occurrence

 Cyber Liability

 \$1,000,000 each occurrence
 \$1,000,000 each occurrence
 Professional Liability
 \$1,000,000 each occurrence
 \$1,000,000 e

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall endeavor to provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall endeavor to provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under the foregoing policies of commercial general liability, automobile and workers' compensation insurance.

UMBRELLA INSURANCE

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

XXI. Taxes and Assessments

Except for federal, state and local taxes and assessments on health insurance, Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Except for federal, state and local taxes and assessments on health insurance, Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

XXII. Compliance with Laws

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

XXIII. Federal Regulations

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

XXIV. Vendors on scrutinized Companies Lists

By executing this Agreement, «Organization», the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section this Section shall be null and void

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

EYEMED VISION CARE, LLC

7/22/19

Date:

Matthew MacDonald, Senior VP, Operations
Printed Name/Title

Mov McCO
Signature

Charles K. Windes, Jr., Chairman

OKALOOSA COUNTY, FLORIDA

Date: AUG 0/ 5 2019

ATTEST:

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following, to the extent the requirements are applicable to Contractor based on the services it provides under this Contract:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a non-Standard Subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such

Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every non-Standard Subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, to the extent the requirements are applicable to Contractor based on the services it provides under this Contract; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a.Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the

Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- a. Enrollment in the E-Verify program; or
- b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
 - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12.
 Policy for a Common Identification Standard for Federal Employees and Contractors.

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

(1) Is for-

i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor

modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- ii. Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "A"



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

	Employee Vision, -Term and Employee Long Term ance		FP NUMBER: FP RM 53-19	
ISSUE DATE:	Mineral managements and complete and the complete and an expectation of the complete and th	April 8,	2019 8:00 A.M. CS	T
LAST DAY FOR	QUESTIONS:	April 22,	2019 3:00 P.M. CS	Г
RFP OPENING DATE & TIME:		May 2,	2019 3:00 P.M. CST	Γ
NOTE: PROPOSALS	RECEIVED AFTER THE PROPOSAL OP	ENING DATE & TIME WILI	NOT BE CONSIDERED.	
Number," and the "RF Service or other deliver may not be withdrawn RESPONDENT AC	hardinar/sharilanid*	ot responsible for lost or late of axed nor electronically submitt posal opening unless otherwise ST BE COMPLETED, SIGN	ielivery of proposals by the U.S. Fed proposals will be accepted. Propspecified. ED, AND RETURNED AS PART	ostal osals OF
COMPANY NAME	EyeMed Vision Care, LLC			_
MAILING ADDRESS	4000 Luxottica Place			
CITY, STATE, ZIP	Mason, OH 45040			
TELEPHONE NUMBER:	identification number (FEIN): 3 513.765.6094 EXT	1-1656473 FAX:	513.492.6408	-
RESPONDENT SUBM RESPECTS FAIR AND AND CERTIFY THAT	S PROPOSAL IS MADE WITHOUT PRIOR UNI ITTING A PROPOSAL FOR THE SAME MA WITHOUT COLLUSION OR FRAUD. I AGRE I AM AUTHORIZED TO SIGN THIS PROPOSA	TERIALS, SUPPLIES, EQUIPM E TO ABIDE BY ALL TERMS A AL FOR THE RESPONDENT.	MENT OR SERVICES, AND IS IN .	ALL
AUTHORIZED SIGNATU		111ED OK 16101ED NAME ==	Taction Hackerian	
TITLE: Sellioi VI	ce President, Operations	DATE 4/30/19		

Rev: September 22, 2015

NOTICE TO RESPONDENTS RFP RM 53-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) May 2, 2019, for Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at https://www.bidnetdirect.com/florida

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) May 2, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department

RFP RM 53-19 Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Purchasing Manager

Date

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr. Chairman

PROPOSAL #: RFP RM 53-19

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

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

GUIDELINES

General - Applicable to all Proposers on all Products:

- 1. The successful proposer shall maintain a claims assistance office in Okaloosa County Florida or toll free telephone service to the claims office.
- 2. The successful proposer shall designate an agent of record available to offer service on a County wide basis for support with claims processing, research and resolution of any issues.
- 3. The plan year begins 10/1/2019 and runs until 09/30/2020
- 4. The successful proposer shall accept a census enrollment. The successful proposer will also provide company representatives to answer questions as part of the County's Benefits Fair.
- 5. The successful proposer shall be licensed to do business in the state of Florida.
- 6. All employees are eligible to participate on the first day of the first month after 30 days of employment.
- 7. All proposals shall waive any actively at work requirement. We will not accept wording that eliminates coverage for persons partially disabled, on medical, maternity, family or other leave who have fulfilled their waiting period under the present plan, but are absent on the first day that coverage becomes effective.
- 8. The successful proposer shall provide assistance with employee open enrollment and any communication services.

Life Insurance:

- 1. The County is seeking a plan that provides basic life insurance coverage of \$25,000 (with AD&D) for each employee. Additional Optional life insurance coverage is available for employees in \$25,000 increments up to \$300,000 with no proof of insurability. Spouse coverage is available at up to 50 percent of the employee amount with a guaranteed issue amount of \$25,000. Child coverage is available up to 10 percent of the employee amount with a maximum of \$10,000.
- 2. For enrollment purposes the successful proposer shall accept a spreadsheet of enrolled employees with their current coverage amounts, and no proof of insurability shall be required for current coverage amounts.
- 3. Group term life insurance shall be made available to retirees. Retiree group life may be made available through a separate policy.

Vision Insurance:

- 1. The County is seeking proposals on a vision insurance plan for its employees. Currently the employee pays for this insurance. Individual, Employee & Spouse, Employee and children and Family coverage is offered.
- 2. This plans runs from 10/01 to 9/30 each year.
- 3. Retirees are eligible to continue participation in the vision plan as set out in Florida Statute 112.0801.

Short term Disability

- 1. The County is seeking proposals on Short Term Disability Insurance for its employees. The employee would pay for this insurance.
- 2. This plan would run from 10/01 to 9/30 each year.

Long Term Disability Insurance:

1. The County is seeking a plan similar to its current plan. The County currently pays 100% of the basic long term disability insurance premium which has a 6 month waiting period and pays 50% of the employee's salary for up to 5 years (maximum \$3500 per month). Currently the County makes a buy-up option available to employees. The buy-up option pays 60% of the employee's salary (maximum \$5000 per month); the buy up portion is paid for by the employee.

Required Information for Proposers on all Products:

- 1. Give the location of the nearest company group sales and claims offices that will handle this contract.
- 2. Give the name and location of the company group representative who will service this contract.
- 3. Will one or more claims handlers be assigned this contract in your claims office?
- 4. Will toll free service be available from the entire County to your claims office or servicing agent?
- 5. Give the name, location and affiliation to your company of the agent or broker of record. Disclose commissions and all other remuneration that will be paid to the broker.
- 6. List 5 references of similarly sized current clients. Also, list 3 references that terminated coverage within the last five (5) years.
- 7. What is your current A. M. Best Rating or equivalent?
- 8. List your contact information should there be any questions regarding your proposal.

Required Information for Life Insurance Proposals:

- 1. What is your rate for \$25,000 of term life coverage?
- 2. State quoted Acci Death and Dismemberment coverage amount and rates. Please include detailed information regarding this coverage.
- 3. List age bands and rates for life insurance coverage.
- 4. What is the maximum guaranteed issue amount of life insurance you will offer? What is the maximum amount of insurance you will offer with evidence of insurability?
- 5. Describe your spouse and child life products if offered.
- 6. List age reduction amounts and age of reductions.
- 7. Are accelerated benefits included in this proposal? If so, describe.
- 8. Are repatriation benefits included in this proposal?
- 9. Is there a waiver of premiums in your proposal? If so, describe.
- 10. Fully disclose retiree coverage amounts, rates and reductions.

Required information for Vision Insurance Proposals:

- 1. What is your rate for employee coverage? Employee and spouse coverage? Employee and Child(ren) coverage? Family coverage?
- 2. Provide a detailed list of covered services.
- 3. Provide coverage rates for in network and out of network benefits.
- 4. Provide a list of current in network providers, if applicable.
- 5. Describe what steps you intend to take to increase network membership.
- 6. Fully disclose retiree coverage amounts and rates.

Required Information for Short Term Disability insurance Proposals:

- 1. What is your proposed coverage amount and what is the rate for this coverage?
- 2. What are the maximum and minimum benefit payment amounts?
- 3. List payments that will offset these disability payments.
- 4. Describe your waiver of premium policy.
- 5. Describe your survivor benefits if applicable.
- 6. Describe your own occupation policy.
- 7. Describe your pre-existing condition exclusions, if any.

Required Information for Long Term Disability Insurance Proposals:

- 1. What is your proposed coverage amount and what is the rate for this coverage?
- 2. What are the maximum and minimum benefit payment amounts?
- 3. List payments that will offset these disability payments.
- 4. Describe your waiver of premium policy.
- 5. Describe your survivor benefits if applicable.
- 6. Describe your own occupation policy.
- 7. Describe your pre-existing condition exclusions, if any.

Scoring and Grading Criteria

Qualifications and Experience-50 points max

- 1. The Proposer shall have at least five (5) years' experience providing life, vision, short term and long term disability insurance benefits to a similar Florida employer group of at least one-thousand (1,000) lives.
- 2. The Proposer shall have an A.M. Best Financial rating of A- or better. Only the Proposer(s), which, in the opinion of the County, are financially capable of providing benefit plans, will be considered.
- 3. The Proposer shall be properly licensed by and registered with the State of Florida. Florida Statutes 626.901 and 626.902 prohibit representing or aiding any unauthorized insurer of insurance product. Proposals that include insurance proposed by unauthorized insurers will be deemed non-responsive to the RFP.
- 4. All plans are to comply with federal guidelines and requirements, including but not limited to, the Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), as well as all Florida-mandated benefits.

Technical Approach-30 points max

1. All approved communications must be submitted to the County electronically for distribution to participants via Countywide email or for posting on the intranet/internet. On-line (webbased) claims submission and Evidence of Insurability (EOI) capabilities are strongly encouraged and will be rated favorably.

- 2. Data Provisions (Plan and Financial Reporting) Certain reports may be requested by the County at no additional cost. Reports shall be split out by each agency and then by employees, executive management, retirees and dependents.
- 3. Proposer will be able to provide a breakdown of premiums and claims for employees. Claims reports will include a breakdown of claims received, claims paid, claims pending, and claims denied.
- 4. It is highly desired that the Proposers have online reporting tools for the County to utilize and have access to real-time reports and online administrative capabilities. Proposers must be willing and systematically capable of splitting out reports by designated agency division codes, as well as the County as a whole for each line of coverage requested. The Board of County Commissioners shall have full online and administrative capabilities, while all other agencies should only have access to its own agency's members. One agency should not have access to the other (an example of this is the Property Appraiser's Office must not have access to the Clerk of the Circuit Court's data and vice versa).
- 5. Invoicing The Policy premium payments, based on the rates provided, will be paid monthly to the Contractor, during the coverage month based on the prior month's payroll. The County strongly desires the ability to transfer invoices via website/electronic mail and will rate proposers who offer these capabilities favorably.

Quote/Cost Total-20 points max

Proposers must provide a detailed breakdown of their proposed costs for aspects of the contract.

PROCEDURES

- A. Proposals should be sent to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Proposals received after the deadline will not be considered.
- B. Public opening and listing of all proposals received.
- C. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP.
- D. A short list of proposers will be selected to go forward into final evaluation.
- E. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
- F. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the Okaloosa County Administration Building, 1250 N. Eglin Parkway, Suite 102 Shalimar, FL 32579.
- G. Negotiations will be conducted with best & final offers requested and reviewed.
- H. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

Proposers may respond to all aspect of the scope or they may choose to only respond to what they are qualified to provide.

TERMS AND CONDITIONS OF CONTRACT

- I. TERM OF CONTRACT:
 - 1. The initial term of this contract shall being on October 1, 2019 and end on September 30, 2022.
 - 2. The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/13/2018

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

LIMITS OF LIABILITY

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

LIMIT

- 1. Worker's Compensation
 - 1.) State

Statutory

2.) Employer's Liability

\$500,000 each accident

2. Business Automobile \$1,000,000 each accident (A combined single limit) 3. Commercial General Liability \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations 4. Personal and Advertising Injury \$1,000,000 each occurrence 5. Cyber Liability \$1,000,000 each occurrence 6. Professional Liability \$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, an addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY -

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

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

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

To access the Florida Online Bid System go to: https://www.bidnetdirect.com/florida to access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

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

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

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

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

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

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

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

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

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

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

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

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

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

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

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

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

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

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

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

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

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

XIX. PROTECTION OF RESIDENT WORKERS -

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired,

which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. References

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	April 30, 2019	SIGNATURE: MATMA
COMPANY:	EyeMed Vision Care, LLC	NAME: Matthew MacDonald
ADDRESS:	4000 Luxottica Place Mason, Ohio 45040	(Typed or Printed)
		TITLE: Senior Vice President
		E-MAIL: mmacdonald@luxottica.com
PHONE NO :	513 620 1445	

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES	:	NO:	X		
NAN	Æ(S)	POSITI	ON(S)		
FIRM NAME: BY (PRINTED):	EyeMed Vision Care	, LLC			
BY (SIGNATURE):	mo me				
TITLE:	Senior Vice Presider				
ADDRESS:	4000 Luxottica Place Mason, Ohio 45040	e 			
PHONE NO.:	513.620.1445				
E-MAIL:	mmacdonald@luxot	tica.com)		
DATE:	April 30, 2019				

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

As the person authorized to sign this statement the above requirements.	t, I certify that this company complies/will comply fully with
DATE: April 30, 2019	SIGNATURE: MARKET
COMPANY: EyeMed Vision Care, LLC	NAME: Matthew MacDonald
ADDRESS: 4000 Luxottica Place Mason, Ohio 45040	TITLE: Senior Vice President
E-MAIL: mmacdonald@luxottica.com	
PHONE NO.: 513.620.1445	

CONE OF SILENCE

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

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

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

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

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

[171		mk	re	presentin	g Ey	yeMed	l Visio	n C	are, LLC			
-		Sign	ature		-			C	omp	any Name			
On this	20th	day (of April		2019 he	reby agr	ree to a	bide by	the	County's "	Cone o	of	
Silence	Clause"	and	understand	violation				•		•			13
proposa	ıl/submitta	1.											

INDEMNIFICATION AND HOLD HARMLESS

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

EyeMed Vision Care, LLC	mutan
Respondent's Company Name	Authorized Signature – Manual
4000 Luxottica Place	
Mason, Ohio 45040	Matthew MacDonald
Physical Address	Authorized Signature – Typed
4000 Luxottica Place	
Mason, Ohio 45040	Senior Vice President
Mailing Address	Title
513.765.6094	513.492.6408
Phone Number	FAX Number
513.519.1834	513.519.1834
Cellular Number	After-Hours Number(s)
April 30, 2019	jstoll@eyemed.com
Date	Email

COMPANY DATA

Respondent's Company Name:	EyeMed Vision Care, LLC
• • •	
Physical Address & Phone #:	4000 Luxottica Place
	Mason, Ohio 45040
	513.519.1834
Contact Person (Typed-Printed):	Judy Stoll
Phone #:	513.765.6094
Cell #:	513.519.1834
Email:	jstoll@eyemed.com
Federal ID or SS #:	31-1656473
Respondent's License #:	Florida Department of Insurance No. 91-43-0949844
Respondent's DUNS #:	13-583-7727
Fax #:	513.492.6408
Emergency #'s After Hours, Weekends & Holidays:	513.519.1834

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".

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

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
 - (f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name:	EyeMed Vision Care, LLC	
Entity Address:	4000 Luxottica Place, Mason, Ohio 45040	
Duns Number:	13-583-7727	
CAGE Code:	7PJC9	

ADDENDUM ACKNOWLEDGEMENT RFP RM 53-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE	
1	4/10/19	
2	4/24/19	
		_
		_
10~ A10^M (1 · · ·		_
		_
		_

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



ADDENDUM 1

RFP RM 53-19

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

Date of Issue:

April 10, 2019

Quote Submittal Deadline:

The Bid Date and submission time has NOT CHANGED.

This addendum includes the following attachments needed to form an accurate response to the RFP:

Okaloosa County BOCC Experience Report (4 pgs)

Vision Benefits Summary (2 pgs)

Life Coverage Summary (6 pgs)

LTD Coverage Summary (6 pgs)

Okaloosa County BOCC Class 1 Life Certificate (34 pgs)

Okaloosa County BOCC Vision Certificate (24 pgs)

Okaloosa County LTD Certificate (26 pgs)

Okaloosa County BOCC Life, ADD, LTD claims as of 04/09/2019 (3pgs)

Life, ADD, LTD Vision Agent (1 pg)

Copy of Okaloosa County Life, LTD, ADD, Vision Census. (19 pgs)

(126 total pages of attachments)



ADDENDUM 1

RFP RM 53-19

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

Date of Issue:

April 23, 2019

Quote Submittal Deadline:

The Bid Date and submission time has NOT CHANGED.

This addendum includes the following attachment and questions and answers needed to form an accurate response to the RFP:

- 1. Please provide current rates for Basic Life and AD&D coverage. \$3.25 for basic life
- 2. The following questions are regarding the New Retiree Class:
 - a. Please confirm the requested eligibility definition for retirees (who would get retiree benefits)

Anyone meeting the FRS retirement eligibility requirements

- b. Please confirm whether there is a current plan in place with a different carrier The current plan is with Standard Life Insurance
- c. Please confirm whether the benefit should reduce or terminate with age

The current plan does reduce with age (based on the employee's age) as follows:

65% at age 65

40% at age 70

25% at age 75

15% at age 80

Does not terminate with age

d. Please confirm contribution (will the benefit be employer or retiree paid)

Basic life for current active employees is paid by employer Retirees life insurance reduces to \$10,000 coverage paid by the retiree at \$10.00 per month

e. Please clarify when an individual is eligible for retiree benefits (is there a years of service requirement).

Please see FRS retirement eligibility requirements.

3. Please provide current LTD rates.

LTD for 50% is paid by employer at \$3.80 LTD buy up to 60% is paid by employee at \$4.75 per month

- 4. Please provide a LTD census with the following information: see attached.
 - a. DOB
 - b. DOH
 - c. Gender
 - d. Salary
 - e. Occupation
 - f. Core/buy up participation
- 5. Please clarify whether there are specific parameters for the new STD coverage.

Example: Open to all offerings

- a. Benefit percentage
- b. Maximum weekly benefit
- c. Elimination period
- d. Maximum benefit duration
- 6. Please confirm whether the group participates in Social Security. Yes
- 7. Please confirm whether the premium contributions are paid with pre or post tax dollars. Premiums paid by employees are at the option of the employee as to pre or post tax dollars governed by State/Federal Laws
- 8. Please confirm what (if any) state retirement plan the group participates in, and which classes participate.

FRS Retirement-Regular class, Special Risk, Executive

- 9. Please provide experience from a 3 to 5 year period showing:
 - a. Earned Premium and number of insured lives by year
 - b. Rate History (if not already provided)
 - c. Paid Claims by Incurred Year
 - d. List of open claims including date of loss, date of birth, gender, salary, gross benefit, offset amounts, net benefit and reserve Please see attached
- 10. Please confirm how many hours a week the elected officials work. Elected Officials work 30 hours or more a week.
- 11. There are retirees on the census but I don't see retiree benefits. Please confirm there are not retires covered. Retirees are covered. They have the option of keeping a \$10,000 policy for \$10.00 per month.
- We don't have salary or occupation listed on the census. With public sector SICs, Occupations are required for LTD to run manual rates. Please provide salary and occupations. See attached.

- 13. The Life experience is Basic and Opt combined. Please provide experience for JUST the basic life. The commission for the Life and LTD is within the experience report and for Vision it is 10% of the premium. See attached for additional information.
- 14. Please provide current rates for Base Life and LTD. Also a current invoice/bill so we have current volume as well as rates.

Basic Life of \$25,000 is paid by the employer at \$3.25 per month

LTD at 50% is paid by employer at \$3.80 per month

LTD buy up at 60% is employee paid at \$4.75 per month

- 15. Is FICA included on LTD? Please refer to State/Federal Law
- 16. Telephonic claim intake included? Telephonic or Electronic claim intake is preferred
- 17. EAP included on any product line? No
- 18. Is there a benefit administration system in use or being reviewed? No
- 19. Booklets for products available? None

^{**}Any documents needed in Excel, please email dmason@myokaloosa.com. **

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

APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

more than \$100,00	00 for each such ex	penditure or failure.
certification and d A 3801, et seq., ap	isclosure, if any. In oply to this certifica	, certifies or affirms the truthfulness and accuracy of each statement of its addition, the Contractor understands and agrees that the provisions of 31 U.S.C. from and disclosure, if any. gnature of Contractor's Authorized Official
Matthew Mac		me and Title of Contractor's Authorized Official
April 30, 20	19 Da	te

Government Debarment & Suspension

Instructions

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Matthews man and a second seco	
Printed Name and Title of Authorized Representative	resident secretary
moment	April 30, 2019
Signature	Date

LIST OF REFERENCES

1.Owner's Name & Address: City of Lake Mary	
100 N. Country Club	Rd.
Lake Mary, FL 32746	
Contact Person: Wanda Broadway	
Telephone: (407) 585.1424	Email: wbroadway@lakemaryfl.com
2.Owner's Name & Address: St. Lucie County 2300 Virginia Avenue	e
Ft. Pierce, FL 34982	
Contact Person: Kate Hartman	
Telephone: (772) 462.1613	Email: hartmanr@stlucieco.org
3.Owner's Name & Address: <u>City of Boca Raton</u>	
201 W. Palmetto Pa	
Boca Roca, FL 3343	2
Contact Person: Elizabeth Bennett	
Telephone: (561) 393.7924	Email: ebennett@ci.boca-raton.fl.us



KEQU.	EST FOR PROPOSALS ("RFP") &	E RESPONDENT'S ACKI	NO W LEDGE	EMEN I
	Employee Vision, -Term and Employee Long Term nce		FP NUMBER: FP RM 53-19	
ISSUE DATE:	4.00	April 8,	2019	8:00 A.M. CST
LAST DAY FOR	QUESTIONS:	April 22,	2019	3:00 P.M. CST
RFP OPENING D	ATE & TIME:	May 2,	2019	3:00 P.M. CST
NOTE: PROPOSALS	RECEIVED AFTER THE PROPOSAL C	PENING DATE & TIME WILI	L NOT BE CO	NSIDERED.
nave an authorized sign Number," and the "RFI Service or other deliver nay not be withdrawn in RESPONDENT ACK	porated into your response. A proposal will ature in the space provided below. All enveloped Due Date & Time." Okaloosa County is y services used by the Respondent. Neither for a period of ninety (90) days after the proposal will proposal will not be accepted by the Respondent.	elopes containing sealed proposa not responsible for lost or late of faxed nor electronically submitt roposal opening unless otherwise MUST BE COMPLETED, SIGN	ls must referen delivery of project proposals we specified.	ce the "RFP Title," "RFP posals by the U.S. Postal ill be accepted. Proposals TURNED AS PART OF
COMPANY NAME	EyeMed Vision Care, LLC			
MAILING ADDRESS	4000 Luxottica Place			
TELEPHONE NUMBER:	Mason, OH 45040 IDENTIFICATION NUMBER (FEIN): 513.765.6094 EXECUTE: EXEC	31-1656473 XT: FAX:	513.4	92.6408
RESPONDENT SUBM RESPECTS FAIR AND AND CERTIFY THAT AUTHORIZED SIGNATU	S PROPOSAL IS MADE WITHOUT PRIOR U ITTING A PROPOSAL FOR THE SAME M WITHOUT COLLUSION OR FRAUD. I AGI I AM AUTHORIZED TO SIGN THIS PROPO TRE: CE President, Operations	MATERIALS, SUPPLIES, EQUIPM REE TO ABIDE BY ALL TERMS A SAL FOR THE RESPONDENT. TYPED OR PRINTED NAME —	MENT OR SER' AND CONDITIO	VICES, AND IS IN ALL
TITLE:		DATE4/30/19		

53

Rev: September 22, 2015



Jake Weiss ACCOUNT MANAGER, EYEMED VISION CARE



BACKGROUND

Product knowledge of managed vision care offerings

Strong knowledge of the EyeMed business including claims, call center, billing, membership and

reporting

Provide creative & superior solutions for business across a broad spectrum of industries.

EXPERIENCE EyeMed Vision Care | Account Manager

Serve as subject matter expert for vision products in Insurance industry.

Collaborate with clients/brokers to provide optimal vision benefit products as well as finalizing

and implementing negotiated plan designs and renewals.

focused on retaining significant percentage of assigned client base,

Maintain existing and new accounts by ensuring partner satisfaction

EyeMed Vision Care | Account Support Coordinator

Focused on reporting and logistics of marketing materials

Created and provided ad hoc financial reports for Account Managers to facilitate relationships

with clients.

Ensured timely and accurate delivery of marketing materials and information to clients

Extensively utilized SalesForce to facilitate integrity and efficiency of client records

EDUCATION

BS Economics, BS Marketing, The Ohio State University

Licensed Health/Accident Insurance Agent



Judy Stoll SALES EXECUTIVE, EYEMED VISION CARE



BACKGROUND

Cincinnati-based sales executive with 7 years of industry experience, 4 years with EyeMed

Adept at using many sales methods and strategies including relationship management, multilayered marketing approaches, social networking and cold calling techniques

Product knowledge of managed vision care offerings

Highly skilled in negotiating vision care plan design and pricing with regional and national employers

EXPERIENCE EyeMed Vision Care | Sales Executive

Responsible for the sale of group vision plans to employers with 10-5,000 employees

Establishes extensive and highly responsive industry networks of brokers, consultants, and decision-makers with specialization in custom vision plan solutions

Develops and secures key accounts among major corporate, municipal, healthcare, and institutional clients across a broad spectrum of industries

EyeMed Vision Care | Strategic Account Manager

Responsible for client relationships, account oversight, and consultation for EyeMed client's with 20,000+ employees

Focused on strategic partnerships with Fortune 100 companies and large government entities

EyeMed Vision Care | Business Coordinator

Responsible for collaboration with key sales leads to develop broker relationships via in-market initiatives to grow sales

Developed compelling proposals to grow segment sales and support key market sales leads

McGohan Brabender | Service Representative & Financial Analyst

Served as a communication hub for correspondence, reporting, and renewal information between account team, carrier, and client

Prepared reporting and competitive marketing for client renewals and market checks

EDUCATION Wright State University, Dayton, OH

FL



Okalonea County

- EYE SITE OF CRESTVIEW PA 1005 S FERDON BLVD, CRESTVIEW, FL 32536 Phone: (850) 682-1859
- OKALOOSA EYE CARE 207 N MAIN ST, CRESTVIEW, FL 32536 Phone: (850) 683-0221
- **GULF COAST VISION CENTER** 2491 S FERDON BLVD, CRESTVIEW, FL 32536 Phone: (850) 682-4014
- FLORIDA OPHTHALMIC AFFILIATES 182 E REDSTONE AVE, CRESTVIEW, FL 32539 Phone: (850) 266-7500
- 6. PEARLE VISION 4418 COMMONS DR E, DESTIN, FL 32541 Phone: (850) 654-3937
- MICHAEL R RAIM OD PA 501 HARBOR BLVD, DESTIN, FL 32541 Phone: (850) 837-9161

11. SIGHT AND SUN EYEWORKS

Phone: (850) 586-7888

- EGLIN OPTICAL CENTER 1757 MEMORIAL TRAIL, EGLIN AFB, FL 32542 Phone: (850) 651-1776
- MICHAEL A FREGGER PA 17 RACETRACK RD NW, FORT WALTON BEACH, FL 32547 Phone: (850) 862-9595
- 10. SPECIAL EYES VISION CENTER 350 RACETRACK RD NW, FORT WALTON BEACH, FL 32547 Phone: (850) 244-1828
- 12. EYEGLASS WORLD 778 BEAL PKWY NORTHWEST, FORT WALTON BEACH, FL 32547

- 13. GULF COAST OPTOMETRY 778 BEAL PKWY NORTHWEST, FORT WALTON BEACH, FL 32547 Phone: (850) 586-7888
- 14. MILLS EYE + FACIAL SURGERY 348 MIRACLE STRIP PKWY SW, FORT WALTON BEACH, FL 32548 Phone: (850) 266-7500
- 15. STREETER VISION INC 36 EGLIN PKWY NORTHEAST, FORT WALTON BEACH, FL 32548 Phone: (850) 243-3111
- 16. LENSCRAFTERS 251 MARY ESTHER BLVD, MARY ESTHER, FL 32569 Phone: (850) 244-2020
- 17. J M BAZARTE OD 323 PAGE BACON RD, MARY ESTHER, FL 32569 Phone: (850) 243-2020
- 18. PALM EYE CARE 1103 JOHN SIMS PARKWAY E, NICEVILLE, FL 32578 Phone: (850) 279-4361
- 19. EYEWEAR UNLIMITED 1187 JOHN SIMS PKWY, NICEVILLE, FL 32578 Phone: (850) 678-8876
- DR JAMES D HEMMIG OD 4400 HWY 20 EAST, NICEVILLE, FL 32578 Phone: (850) 897-2020
- 21. SHALIMAR EYE CARE 1201 EGLIN PKWY, SHALIMAR, FL 32579 Phone: (850) 613-6588
- 22. MICHAEL E RAIM OD 417A RACETRACK RD NORTHWEST, FORT WALTON BEACH, FL 3254301 B EGLIN PKWY, SHALIMAR, FL 32579 Phone: (850) 315-8861 Phone: (850) 651-3006

Santa Rosa County

23. GULF COAST VISION CENTER 5560 STEWART ST, MILTON, FL 32570 Phone: (850) 623-2545

Visit www.eyemed.com for current provider information. To use your in-network benefits to purchase contact lenses online visit www.contactsdirect.com. To use your in-network benefits to purchase glasses online visit www.glasses.com. To locate laser vision correction providers, please call 1-877-5LASER6 or visit www.eyemedlasik.com.

FL



24. GENE TERREZZA OD & ASSOCIATES 5593 STEWART ST, MILTON, FL 32570 Phone: (850) 623-0319

25. SIGHT AND SUN EYEWORKS LLC 6096 BERRYHILL RD, MILTON, FL 32570 Phone: (850) 623-4444

Walton County

26. CHUCK STEVENSON OD 770 HWY 331 SOUTH, DEFUNIAK SPRINGS, FL 32435 Phone: (850) 892-5514

27. MOLLEGA EYE CARE 13346 EMERALD COAST PKWY, DESTIN, FL 32550 Phone: (850) 269-3937

INSIGHT NETWORK PROVIDER LOCATIONS

AL

Covington County

I COVINGTON EYE CARE

23542 5TH AVENUE, FLORALA, AL 36442 Phone: (334) 858-3000

Visit www.eyemed.com for current provider information.

To use your in-network benefits to purchase contact lenses online visit www.contactsdirect.com.

To use your in-network benefits to purchase glasses online visit www.glasses.com.

To locate laser vision correction providers, please call 1-877-5LASER6 or visit www.eyemedlasik.com.

Access Summary By City

Em	ployees With and Without Access
Employee Group	249 employees 249 (100.0%) employees with access 0 (0.0%) employees without access
Provider Group	(103,764 total access points)

		And the second second second second	Admin Transmitter of temporary	shie Areas					
	Employee #	With Acc	9 _{/0}	Without Ac	ocess¹ %	Counts ² #	Aver	age Dista 2	ance 3
Fort Walton Beach, FL Shalimar, FL Mary Esther, FL Destin, FL Pensacola, FL Gulf Breeze, FL Melbourne, FL Panama City, FL Tallahassee, FL	142 41 24 23 10 6 1	142 41	100.0 100.0 100.0 100.0 100.0 100.0 100.0	000000000000000000000000000000000000000	0.0 0.0 0.0 0.0 0.0 0.0 0.0	35 4 2 4 95 22 100 14 59	0.9 0.9 5.1 1.1 1.3 2.7 0.4 1.4 2.6	1.1 0.9 5.1 3.2 1.7 2.7 0.4 1.4	1.2 0.9 5.7 3.2 1.8 2.7 0.4 1.4 4.1
No data that meets the cr	teria		/						

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April 25, 2019

Access Analysis

EMI/US - 2 Providers within 10 Miles

Employee Group

Urban/Suburban Employees

Provider Group

EyeMed Insight Providers

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

^{2 (}EyeMed Insight Providers) providers in 10 miles

Access Summary By City

Em	ployees With and Without Access
Employee Group	767 employees 747 (97.4%) employees with access 20 (2.6%) employees without access
Provider Group	(103,764 total access points)

Key Geographic Areas									
	Employee	With Acc	0.000 NO.000 NO.000	Without A	CARROLL CERTIFICATION CONTACT	count,		age Dist	
City	#	#	9/6	#	9/0	#	1	2	3
Crestview, FL	367	367	100.0	0	0.0	14		4.0	4.0
Baker, FL	121 70	109 70	90.1 100.0	12 0	9.9 0.0	0 7	10.6 1.5	10.6 2.8	10.6 2.9
Niceville, FL Navarre, FL	39	39	100.0	0	0.0	15		3.6	3.6
Holt, FL	36	36		0	0.0	0	l .	12.5	12.5
Milton, FL	31	31	100.0	o	0.0	45		4.5	4.5
Laurel Hill, FL	24	24		0	0.0	0		21.3	21.3
Defuniak Springs, FL	19	19	100.0	0	0.0	2		6.7	23.6
	16	16	100.0	0	0.0	0	2.5	2.5	2.5
¥ Valparaiso, FL Freeport, FL	9	9	100.0	0	0.0	0	15.1	16.1	17.7
Florala, AL	7	7	100.0	0	0.0	1	1	20.4	20.4
Wing, AL	6	4	66.7	2	33.3	0	17.4	20.1	20.1
∃ Jay, FL	2	2	100.0	0	0.0	1	1.8	16.3	20.8
Miramar Beach, FL	2 2	2 2	100.0	0	0.0	1 95	2.4 2.7	4.7 3.6	4.7 3.6
Pensacola, FL	1	1	100.0 100.0	0	0.0	0	ı	5.1	5.1
Cantonment, FL Dandridge, TN	1	1	100.0	0	0.0	2	1	4.6	12.3
Harvest, AL	1	1	100.0	o	0.0	0	ſ	4.7	4.9
Mobile, AL	1	ī	100.0	ő	0.0	38		1.9	2.5
Paxton, FL	1	1	100.0	0	0.0	0	l .	23.1	23.1
Ponce de Leon, FL	1	1	100.0	0	0.0	0	14.0	14.0	28.3
Baker, FL	121	109	90.1	12	9.9	0	22.3	23.1	23.1
Chipley, FL	2	0	0.0	2		0	27.7	27.7	28.2
Wewahitchka, FL	2	0	0.0	2	100.0	0	29.6	29.6	29.8
Wing, AL	6	4	66.7	2	33.3	0	1	24.0	25.6
Port Saint Joe, FL	1	0	0.0	1	100.0	0	1	38.8	39.0
Quincy, FL	1	0	0.0	1	100.0	0	23.8	23.8	23.9
					:				
Without Access									
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April 25, 2019

Access Analysis

EMI/R - 1 Provider within 20 Miles

Employee Group

Rural Employees

Provider Group

EyeMed Insight Providers

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access $% \left(1\right) =\left(1\right) \left(1\right)$

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

1 (EyeMed Insight Providers) provider in 20 miles

¹The Access Standard is defined as (Rural Employees) employees accessing:

Access Detail By Zip Code

A	nployees Wi						
		Employee Without Access		Aver	age Dista	ance	
City	Zip Code	#	#	9/6	1	2	3
Baker, FL	32531	121	12		22.3	23.1	23.1
Chipley, FL	32428	2	2	100.0	27.7	27.7	28.2
Port Saint Joe, FL	32456		1	100.0	38.8	38.8	39.0
Quincy, FL	32351	1 2	1	100.0 100.0	23.8 29.6	23.8 29.6	23.9 29.8
Wewahitchka, FL Wing, AL	32465 36483	6	2 2	33.3		24.0	25.6
Willig, AL	30403		_	33.3	25.7	2	
Grand Totals		133	20	15.0	24.6	25.1	25.3
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or							

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April 25, 2019

Access Analysis

EMI/R - 1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

EyeMed Insight Providers

EMI/R - 1 Provider within 20 Miles

- ¹ The Access Standard is defined as (Rural Employees) employees accessing:
 - 1 (EyeMed Insight Providers) provider in 20 miles



FIDELITY SECURITY LIFE INSURANCE COMPANY

A STOCK COMPANY (Herein Called "the Company")

If you have a question or complaint about this insurance, please write to us at the following address or call us toll-free:

> 3130 Broadway, Kansas City, Missouri 64111-2406 Phone 800-648-8624

POLICY NUMBER:

VC-{ }

POLICYHOLDER:

{ }

STATE OF ISSUE:

Florida

POLICY EFFECTIVE DATE:

{Month Day, Year}

POLICY ANNIVERSARY DATE:

{Month Day} of the following year and each {Month Day} thereafter

Fidelity Security Life Insurance Company agrees to pay the benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued in consideration of the Policyholder's application (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy may be modified by mutual agreement between the Policyholder and the Company.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP VISION INSURANCE POLICY THIS IS A LIMITED BENEFIT POLICY

Please read the Policy carefully.

PREMIUMS

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each calendar month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

- 1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective, unless otherwise mutually agreed;
- 2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred, unless otherwise mutually agreed;
- 3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred, unless otherwise mutually agreed; or
- 4. if the number of eligible employees increases or decreases by more than 10% premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company, or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of three months.

Premium Rate Change. The Company has the right to change the premium rate on any premium due date on or after the fourth Policy Anniversary Date. The Company will provide written notice at least 45 days before the date of change.

Grace Period. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

Return of Premium. The Company reserves the right to rescind the coverage for one or all Insureds due to misrepresentation or fraud on the Policyholder's application, if such misrepresentation materially affected the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the Policyholder.

TERMINATION OF POLICY

The Company may terminate or cancel the Policy on the earliest of the following:

- 1. on any date on or after the fourth Policy Anniversary Date. Written notice must be provided to the other party at least 45 days prior to termination;
- 2. the date the number or percentage of persons covered under the Policy does not meet the minimum participation requirements of 10;
- 3. the date the required premium has not been paid, except as provided in the Grace Period provision; or
- 4. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder may terminate the Policy on any date.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

CERTIFICATES

The Company will furnish a Certificate to the Policyholder which will set forth the essential features of the insurance coverage.

ADDITIONAL INSUREDS

Insured Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, and pay any required premium.

INCORPORATION PROVISION

The provisions of the attached Certificate and all Rider(s) issued to amend the Policy after the Policy Effective Date are made a part of the Policy.



FIDELITY SECURITY LIFE INSURANCE COMPANY

A STOCK COMPANY (Herein Called "the Company")

If you have a question or complaint about this insurance, please write to us at the following address or call us toll-free:

> 3130 Broadway, Kansas City, Missouri 64111-2406 Phone 800-648-8624

POLICY NUMBER:

VC-{ }

POLICYHOLDER:

{ }

POLICY EFFECTIVE DATE:

{Month Day, Year}

POLICY ANNIVERSARY DATE:

{Month Day} of the following year and each {Month Day} thereafter

Secretary

Fidelity Security Life Insurance Company represents that the Insured Person is insured for the benefits described on the following pages, subject to and in accordance with the terms and conditions of the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group number and the Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

All periods of time under the Policy will begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

GROUP VISION INSURANCE CERTIFICATE THIS IS A LIMITED BENEFIT CERTIFICATE

Please read the Certificate carefully.

THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.

{Revised: {MM/DD/YYYY}}

Exam/Materials

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SCHEDULE OF BENEFITS	Attached (1A)

DEFINITIONS

Benefit Frequency means the period of time in which a benefit is payable as shown in the Schedule of Benefits.

The Benefit Frequency begins on the later of the Insured Person's effective date or last date services were provided to the Insured Person. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

Co-payment means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for a covered Vision Examination or Vision Materials per Benefit Frequency.

Comprehensive Eye Examination means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination, biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

Dependent means any of the following persons whose coverage under the Policy is in force and has not ended:

- 1. the Insured's lawful spouse {or Domestic Partner};
- 2. each child from birth to age 25* who is living with the Insured and is primarily dependent upon the Insured or the Insured's spouse for support and maintenance;
- 3. each unmarried child to age 30* who does not have a dependent of his or her own and is a resident of Florida or a parttime or full-time student; or
- 4. each unmarried child: who is primarily dependent upon the Insured or the Insured's spouse for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her 25th* birthday; and who has been continuously so incapacitated since his or her 25th* birthday.

Child includes stepchild, foster child, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship. A student is one who is enrolled for credit in the case of an accredited junior college, college or university; or a trade school.

*(Until the end of the calendar year in which the child reaches the limiting age.)

{Domestic Partner means an adult who is in a committed relationship with the Insured, and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. To qualify as a Domestic Partner or Dependent under the Policy, all of the following conditions must be met:

- 1. the Domestic Partner and the Insured are over the age of 18 and are mentally competent to enter into contracts;
- 2. the Domestic Partner and the Insured reside in the same household;
- 3. the Domestic Partner and the Insured have a committed relationship with each other for no less than six months; intend to continue the relationship indefinitely and have no such relationship with any other person;
- 4. the Domestic Partner and the Insured are not related by blood;
- 5. the Domestic Partner and the Insured are not married to any third party;
- 6. the Domestic Partner and the Insured are of the same sex or opposite sex; and
- 7. the Domestic Partner and the Insured are not claiming Dependent status for the primary purpose of gaining insurance coverage under the Policy.

The term "spouse", wherever used, will include a Domestic Partner.}

{Formulary means a list, provided by the Company, of Vision Materials covered under the Policy.}

Insured means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder's application, and whose coverage under the Policy is in force and has not ended.

Insured Person means the Insured. Insured Person will also include the Insured's Dependents, if enrolled.

In-Network Provider means a Provider who has signed a Preferred Provider Agreement with the PPO.

Medically Necessary Contact Lenses means:

- 1. Keratoconus where the Insured Person is not correctable to 20/30 in either or both eyes using standard spectacle lenses, or the Provider attests to the specified level of visual improvement;
- 2. High Ametropia exceeding -10D or +10D in spherical equivalent in either eye;
- 3. Anisometropia of 3D in spherical equivalent or more; or
- 4. vision for an Insured Person can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle.

Out-of-Network Provider means a Provider, located within the PPO Service Area, who has not signed a Preferred Provider Agreement with the PPO.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer named as the Policyholder in the face page of the Policy.

PPO Service Area means the geographical area where the PPO is located.

Preferred Provider Agreement means an agreement between the PPO and a Provider that contains the rates and reimbursement methods for services and supplies provided by such Provider.

Preferred Provider Organization ("PPO") means a network of Providers and retail chain stores within the PPO Service Area that has signed a Preferred Provider Agreement.

Provider means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing optician.

{Retinal Imaging Examination means the recording of a portion(s) or complete retina surface and structures.}

Vision Examination means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

Vision Materials means those materials shown in the Schedule of Benefits.

EFFECTIVE DATES

Effective Date of Insured's Insurance. The Insured's insurance will be effective as follows:

- 1. if the Policyholder does not require the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible;
- 2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible provided, the Insured has agreed to pay the required premium contributions; and
- 3. if the Insured fails to meet the requirements of 2 within 30 days after becoming eligible, the Insured's coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured's effective date.

Effective Date of Dependents' Insurance. Coverage for Dependents becomes effective on the later of:

- 1. the date Dependent coverage is first included in the Insured's coverage; or
- 2. the premium due date on or after the date the person first qualifies as the Insured's Dependent. The Insured must agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured's spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

Newborn Children. A Dependent child born while the Insured's coverage is in force will be covered from the moment of birth for 31 days or greater, if elected by the Policyholder. However, coverage for a newborn child(ren) of a Dependent child will continue for 18 months after birth. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period.

Adopted Children. If a Dependent child is adopted or is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of adoption or placement for 31 days or greater, if elected by the Policyholder. In case of a newborn child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the Insured prior to the child's birth unless the child is not ultimately placed in the Insured's residence. In order to continue coverage beyond this period, the Insured must provide notice to the Company. If proper notice has been given, coverage will continue without additional premium during the 31-day period unless the placement is disrupted prior to legal adoption and the child is removed from placement. If the Insured does not give the Company written notice within 31 days of the birth or placement, the Company will charge the applicable premium for coverage of such child during this 31-day period. If notice is given within 60 days of the adoption, birth or placement of the child, the Company will not deny coverage for the child due to the Insured's failure to timely notify the Company of the adoption, birth or placement of the child. Coverage will end if the placement is disrupted prior to legal adoption and the child is removed from placement.

BENEFITS

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

Comprehensive Eye Examination. An Insured Person is eligible for one Comprehensive Eye Examination in each Benefit Frequency.

In-Network Provider Benefits. The Insured Person must pay any Co-payment or any cost above the allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company.

Out-of-Network Provider Benefits. The Insured Person must pay the Out-of-Network Provider the full cost at the time the covered service is provided and file a claim with the Company. The Company will reimburse the Insured Person for the Out-of-Network Provider benefits up to the maximum dollar amount shown in the Schedule of Benefits.

Vision Materials. If a Vision Examination results in an Insured Person needing corrective Vision Materials for the Insured Person's visual health and welfare, those Vision Materials prescribed by the Provider will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses provided one time in each Benefit Frequency.
- Frames provided one time in each Benefit Frequency.
- Contact Lenses provided one time in each Benefit Frequency in lieu of lenses.

LIMITATIONS

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from:

- 1. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- 2. medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3. any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
- 4. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5. plano (non-prescription) lenses;
- 6. non-prescription sunglasses;
- 7. two pair of glasses in lieu of bifocals;
- 8. services or materials provided by any other group benefit plan providing vision care;
- 9. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or
- 10. lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

TERMINATION OF INSURANCE

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

For All Insureds. The Insureds' insurance will cease on the earliest of the following dates:

- 1. the date the Policy ends:
- 2. the end of the last period for which any required premium contribution agreed to in writing has been made;
- 3. the date the Insured is no longer eligible for insurance; or
- 4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
 - a. does so without individual selection between Insureds; and
 - b. continues to pay any premium contribution for those individuals.

For Dependents. A Dependent's insurance will cease on the earlier of:

- 1. the date the Insured's coverage ends;
- 2. the date in which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
- 3. the end of the last period for which any required premium contribution has been made.

A Dependent child will not cease to be a Dependent solely because of age if the child is:

- 1. not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and
- 2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency two months prior to the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end:

- 1. on the date the Policy ends;
- 2. on the date the incapacity or dependency ends;
- 3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
- 4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

CLAIMS

Notice of Claim. Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon as is reasonably possible. Notice given by or for the Insured Person to the Company at the Company's home office, to the Company's authorized administrator or to any of the Company's authorized agents with sufficient information to identify the Insured Person will be deemed as notice to the Company.

Claim Forms. The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not provide the forms within that time, the Insured Person may send written proof of the occurrence, character and extent of loss for which the claim is made within the time stated in the Policy for filing proof of loss.

Proof of Loss. Written proof of loss must be furnished to the Company at the Company's home office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

Time Payment of Claims. Any benefit payable under the Policy will be paid immediately, but not more than 30 days, upon receipt of due written proof of loss.

Payment of Claims. All claims will be paid to the Insured, unless assigned. Any benefits payable on or after the Insured's death will be paid to the Insured's estate.

Right of Recovery. If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured.

Legal Actions. No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of the applicable statute of limitations after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person resides, the limit is extended to meet the minimum time allowed by such law.

GENERAL PROVISIONS

Clerical Error. Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

Conformity to Law. Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

Entire Contract. The Policy, including any endorsements and riders, the Certificate, the Policyholder's application, which is attached to the Policy when issued, and the eligibility file, if any, are the entire contract between the parties. A copy of the Policy may be examined at the Office of the Policyholder during normal business hours. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying any premium. The Policy and the Certificate may be amended at any time by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

Incontestability. After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

Insurance Data. The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not the person becomes insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as the books and records relate to this insurance. The Company may authorize someone else to perform this audit. Any such inspection may be done at any reasonable time.

Workers' Compensation. The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

EyeMed response to Okaloosa County Employee Vision, Employee Life, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department RFP RM 53-19

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2. Judy Stoll Resume	Exhil	bits	
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Judy Stoll, Sales Executive 4000 Luxottica Place, Mason, OH 45040 513.765.6094 jstoll@eyemed.com





Thank you for the opportunity to share all the ideas we have for your vision benefit. From the moment you get to know us, you'll notice something different. The status quo doesn't cut it anymore - that's why we've set out to challenge it with a new vision. And we know our approach is working because we're America's fastest growing vision benefits company¹.

Today more than 18,000 clients and 55 million members, including over 490 clients covering more than 1.2 million members from the public administration industry, are experiencing our vision of how benefits should be. With EyeMed, you can give your employees the vision network they want with vision benefits that redefine expectations, all while making the experience easy. And that leads to better results: more employees enroll, more employees use their benefits and more employees visit an in-network provider².

More of what's best, not more of the same

To help you and your employees get the most out of your vision coverage, we've provided the requested benefits, along with these highlights:

- 21% savings over your current rates with a 4-year rate guarantee
- Cost controls for lower member out-of-pocket costs such as fixed, discounted pricing on progressive lenses and premium lens options
- Consistent member experience and benefit application at all in-network providers

The vision network employees want

98% OF EYEMED MEMBERS UTILIZE AN IN-NETWORK PROVIDER³

Meet the something-for-everyone network where there's a provider who's perfect for every person. And with us, it's easy for employees to use their benefits where they want, when they want. We're always finding new ways to bring our members convenience, speed, stylish brand names and more. EyeMed members have it all.

- 24,400 locations with 103,800 independent and retail provider access points nationwide including popular national chains and regional favorites like Gulf Coast Optometry and Eyeglass World
- Online in-network options including LensCrafters.com, TargetOptical.com, Ray-Ban.com, Glasses.com and ContactsDirect.com – with seamless benefit integration
- 760 provider access points in your top 10 employee locations⁴
- 100% urban/suburban employee access to 2 providers in 10 miles and 97.4% rural employee access to 1 provider in 20 miles⁵

PR®VIDER NETWORK



PEARLE VISION

OPTICAL

Vision benefits that redefine expectations

THE AVERAGE PUBLIC ADMINISTRATION GROUP'S FRAME ALLOWANCE IS \$130, WHILE AVERAGE RETAIL FRAME SPEND IS $$176^6$

There's no room for a "one-size-fits-all" benefit anymore. That's why we've designed our vision benefits for real life. The result? Vision benefits that control member out-of-pocket expenses without limiting member choice.



Consistent benefit

application at every

in-network location



Ability to use contact and frame allowances in the

same benefit year



Valuable discounts and special offers featured on our Member Portal



40% off unlimited additional complete pairs of prescription glasses

- Freedom to choose nearly any frame, lens and contact lens no formularies or frame towers
- 40% off hearing exams and discounted, set pricing on hearing aids through Amplifon
- Special everyday discounted pricing or 5% off the promotional price of LASIK
- Retinal imaging which allows providers to take a photograph of the eye, documenting early signs of many eye conditions
- 71% average member savings versus retail⁷

And above all else, we make benefits easy

99% OF EYEMED CLIENTS AGREE WE'RE EASY TO WORK WITH8

It's our vision of a carefree benefits experience. That's why we've developed solutions like online tools, personalized member communications and more. Just another way we're making life easier for members – and easier for you, too.



4

EASY FOR MEMBERS

- Customized Welcome Packet with ID cards distributed directly to enrolled employees
- Special offers on our Member Portal to easily find discounts from manufacturers and providers



EASY FOR YOU

- Seamless implementation with 100% implementation satisfaction for 11 years¹⁰
- An account management team made up of individuals whose client experience is similar in industry, size

Confidential, proprietary, trade secret |

- Enhanced Provider Search with the ability to book appointments online at participating locations
- Award-winning call center with liveagent coverage 7 days a week – ranked among America's best call centers for the past 9 years⁹
- Mobile app for members to access benefit information on-the-go with facial recognition and 1-touch ID
- Optional personalized text alerts with benefit reminders, special offers, quick tips and more

- and complexity to yours
- Open enrollment support to help introduce EyeMed to your employees
- Data security based on industry best practices and resources including endto-end encryption and two-factor authentication
- Communication toolkits with downloadable member materials
- Client portal, EyeManage, for online access to member data and invoices

We know your time is valuable, and we thank you for taking the time to get to know us. Now it's your turn to challenge the status quo and we can't wait to work with you. If you have any questions, please feel free to contact me.

Judy Stoll

Sales Executive p 513.765.6094 | e jstoll@eyemed.com

¹Internal analysis of EyeMed membership data (based on domestic membership, excluding discount lives) compared to data from leading vision benefit companies, as reported in publicly available information, 2017

²EyeMed analysis of new business that transferred over from a prior benefits company, 2017

³ EyeMed book of business data, 2017

⁴ Internal analysis of Netminder competitor data, Fall 2018

⁵ EyeMed Insight Network, April 2019

⁶ Internal analysis of EyeMed membership data, 2017

⁷ Based on weighted average of sample transactions; EyeMed Insight network/\$10 exam co-pay/\$10 materials co-pay/ 4120 frame or contact lens allowance

⁸ EyeMed Client Satisfaction Survey conducted by Walker, 2017

⁹Awarded by Benchmark Portal as "Certified Center of Excellence" 2009–2018

¹⁰EyeMed internal client satisfaction survey

EYEMED VISION CARE 4000 Luxottica Place Mason, Ohio 45040

PHONE 513.765.6000

ONLINE starthere.eyemed.com www.eyemed.com



On behalf of EyeMed Vision Care LLC ("EyeMed"), please accept the attached proposal for vision benefits. EyeMed is not a licensed underwriter, and therefore makes this proposal for fully-insured vision benefits in conjunction with licensed insurance carrier, Fidelity Security Life Insurance Company of Kansas City, Missouri ("FSL").

If EyeMed is selected as the successful bidder, FSL will issue the Vision Insurance Policy and Certificate of Insurance, and will serve as the insurer for the fully-insured vision plan. FSL will also receive insurance premium directly from you.

EyeMed will provide vision network administration and other services in connection with your vision plan and will serve as the sole point of contact for all purposes under the fully-insured arrangement.

We look forward to working with you!

EyeMed response to RFP RM 53-19

Guidelines

General – Applicable to all Proposers on all Products:

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

At no cost, we'll provide a toll-free number for your employees to contact our Customer Care Center for claims-related inquiries and issues. Hours of operation are Monday through Friday - 6:30 a.m. to 10:00 p.m. (CDT) and Saturday 7 a.m. to 10 p.m. (CDT) and Sunday - 10:00 a.m. to 7:00 p.m. (CDT).

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

The assigned Account Manager, Jacob Weiss, is your primary contact, leading all day-to-day internal deliverables with our key functional departments. He has been in the industry for 2 years, and been on the EyeMed team for 1 year. Jacob is the go-to leader for coordinating all ongoing service team activities, working closely with clients and brokers to ensure that the vision benefit is hassle-free and easy to manage and overseeing service and renewals. Don't ever hesitate to call if there's anything you need.

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

Confirmed.

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

Confirmed.

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

When selling fully-insured benefits, we work in conjunction with insurance carriers who are licensed in all 50 states and the District of Columbia, including Florida. Please see the **Additional Required Documents** tab to see our license to do business in Florida.



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

Confirmed.

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

All employees on your eligibility file will receive vision care services. We'll assume that the employees and their family members that you have listed have met eligibility requirements.

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

Confirmed. At no additional cost, we offer a wealth of open enrollment support to ensure your employees understand their benefits and truly realize the power of an eye exam, including attendance for 1 health fair or open enrollment event annually with at least 300 eligible employees on-site. There, our optical industry experts, trained at independent locations and leading optical retailers such as LensCrafters, Pearle Vision, Sears Optical and Target Optical, will answer questions about your benefits, educate employees about vision wellness and even schedule eye exams upon request. And whether we attend your event or not, we can provide a comprehensive kit of marketing materials including detailed benefit summary information, educational collateral and provider directories. We're happy to send digitally, or we can ship materials directly to your location if you have 100 or more eligible employees on-site.

Vision Insurance:

1. The County is seeking proposals on a vision insurance plan for its employees. Currently the employee pays for this insurance. Individual, Employee & Spouse, Employee and children and Family coverage is offered.

Confirmed.

2. This plans runs from 10/01 to 9/30 each year.

Confirmed.



3. Retirees are eligible to continue participation in the vision plan as set out in Florida Statute 112.0801.

Confirmed.

Required Information for Proposers on all Products:

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

Your Account Manager, Jacob Weiss, is located at our headquarters in Mason, Ohio. Being centralized at our headquarters allows Jacob easy accessibility to key administrative departments, including sales, claims, membership and customer service. For you, this results in timely responses and effective issue resolution, as well as direct access to senior management.

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

We support our clients every step of the way to make sure that they each get the most from their vision benefit. As our client, you can expect a hassle-free administration of benefits, because we'll lead you through each phase of our program and remain dedicated to your account throughout our partnership.

Say hello to your account manager:

Jacob Weiss - Account Manager

- Day-to-day contact
- · Execution of key deliverables
- Eligibility, billing and reporting inquiries
- Benefit performance and consultation
- Contract renewal

Please see Exhibit 1 for Jacob's resume.

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

Confirmed. Okaloosa County's claims will be managed by our Claims Department located at our headquarters in Mason, Ohio. We processed over 17 million claims in 2018 alone with 99.8% of them paid in 10 business days, so you can rest assured that we can handle your claims too.



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

Confirmed. At no cost, we'll provide a toll-free number for your employees to contact our Customer Care Center for claims-related inquiries and issues.

Even more, your Account Manager, Jacob Weiss, is here to help should you have any escalated claims questions. Because he's located in our corporate headquarters with our claims department so they can quickly get you the answers you need.

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

Karen Luciano, CPSR
Corporate Benefits of the Emerald Coast, Inc.
P.O. Box 880
Fort Walton Beach, FL 32549
Karen_luciano@corporate-benefits.com
850.244.0849
10% standard commissions

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

Current client references:

	St. Lucie County 2300 Virginia Ave. Ft. Pierce, FL 34982	City of Boca Raton 201 W. Palmetto Park Rd. Boca Roca, FL 33432
Wanda Broadway		Elizabeth Bennett
407.585.1424		561.393.7924
wbroadway@lakemaryfl.com	Hartmanr@stlucieco.org	ebennett@ci-boca-
4.4		raton.fl.us

City of Kissimmee 101 N. Church St. Kissimmee, FL 34741	City of Miami Beach 1700 Convention Center Dr., 3 rd Floor Miami Beach, FL 33139
Beth Stefek	Frank Estevez
407.518.2112	305.673.7000, ext. 6209
bstefek@kissimmee.org	frankestevez@miamibeachfl.gov



Termed client references:

Jacksonville Jaguars 1 Everbank Field Dr. Jacksonville, FL 32202	201 N. Main St.	Support Services Alliance 107 Prospect St. P.O. Box 130 Schoharie, NY 12157
Cary Johns	Jessica Ross	JoAnne Mayne
904.633.6523	630.627.2277	757.459.5160
iohnsc@mail.iaguars.com		

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

We offer fully-insured vision benefits in conjunction with licensed insurance carrier, Fidelity Security Life Insurance Company (FSL). While we are not observed by insurance rating services, FSL is. They are rated as A- 'Excellent' (2018) by A.M. Best Company, an independent analyst of the insurance industry. For FSL's latest rating, please visit www.ambest.com.

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

Judy Stoll Sales Executive jstoll@eyemed.com 513.765.6094

Please see Exhibit 2 for Judy's resume.

Required information for Vision Insurance Proposals:

1. What is your rate for employee coverage? Employee and spouse coverage? Employee and Child(ren) coverage? Family coverage?

Our proposed managed vision care coverage rates are as follows:

• Employee: \$5.89

Employee and Spouse: \$12.70
Employee and Child(ren): 10.24
Employee and Family: \$17.05

Please see the Financial Proposal tab for specific details.



2. Provide a detailed list of covered services.

We provide coverage for the following services and materials:

Exam

Members receive a routine, comprehensive eye exam under our benefits for a \$10 copay. This service can also spot the early signs of other serious health conditions like diabetes, high blood pressure and high cholesterol.

Frames

Using their \$120 frame allowance, members can select any frame they prefer. Our benefit designs are based on member choice, providing access to any available frame, including top brands and the latest styles and colors rather than limiting members to a frame tower or formulary.

Lenses & Options

Members have access to an extensive catalog of lenses and lens add-ons, available from a variety of leading manufacturers. EyeMed members pay only the \$25 base lens copay plus the cost of any lens options. Some examples include polycarbonate, UV coating, tint, scratch-resistance, progressive lenses and anti-reflective coatings.

Contact Lenses

Our contact lens benefit includes coverage for the fit & follow-up exam and for contact lens materials. Members use their \$120 allowance to purchase the type and brand of contact lenses they prefer without being required to choose from formularies or limiting manufacturer lists. Additionally, a paid-in-full option is available for medically necessary contacts.

3. Provide coverage rates for in network and out of network benefits.

We make it easy for your employees to understand how to access their vision benefit. Please see the **Financial Proposal** tab for specific in-network and out-of-network member costs.

4. Provide a list of current in network providers, if applicable.

Employees want to receive eye care when they want, where they want; which is why our network offers the right mix of both independent and retail provider options. While private practice doctors make up the majority of our network, we also have thousands of retail locations throughout the country. With us, your employees have access to popular national chains like LensCrafters, Pearle Vision, Sears Optical and Target Optical, plus local favorites like Gulf Coast Optometry and Eyeglass World. Members can even purchase their eyewear online at LensCrafters.com, TargetOptical.com, Ray-Ban.com, Glasses.com and



ContactsDirect.com. No wonder 98% of EyeMed members choose to visit an innetwork provider.¹

Please see a listing of providers in Okaloosa County in Exhibit 3.

5. Describe what steps you intend to take to increase network membership.

We understand the needs of our members, especially when it comes to our network. That's why we have the right mix of independent providers, national and regional retailer providers. With these convenient options, it's no wonder that we have 98% in-network utilization.

Our main focus is currently to make sure that members can use their benefits in all areas of the United States, Puerto Rico and the U.S. Virgin Islands. In fact, across the country, we have outlined a minimum number of providers that we want to include, based on the population in the area. And that's what drives our recruiting. If it seems like a specific area does not offer adequate access, we start looking for providers within that location and work to recruit them to our network. Those who want to join us must meet eligibility requirements, accept the terms and conditions of our Professional Provider Agreement and complete our credentialing process before they can start seeing patients.

Please see Exhibit 4 for a GeoAccess report which details the County's employees' access results on our network.

6. Fully disclose retiree coverage amounts and rates.

Our proposed rates are for active employees and retirees. Please see the **Financial Proposal** tab for specific in-network and out-of-network member costs.

Scoring and Grading Criteria

Qualifications and Experience-50 points max

 The Proposer shall have at least five (5) years' experience providing life, vision, short term and long term disability insurance benefits to a similar Florida employer group of at least one- thousand (1,000) lives.

Confirmed. We have been providing vision benefit programs since 1988.



¹EyeMed book of business data, 2018

2. The Proposer shall have an A.M. Best Financial rating of A- or better. Only the Proposer(s), which, in the opinion of the County, are financially capable of providing benefit plans, will be considered.

Confirmed. We offer fully-insured vision benefits in conjunction with licensed insurance carrier, Fidelity Security Life Insurance Company (FSL). They are rated as A- 'Excellent' (2018) by A.M. Best Company, an independent analyst of the insurance industry.

3. The Proposer shall be properly licensed by and registered with the State of Florida. Florida Statutes 626.901 and 626.902 prohibit representing or aiding any unauthorized insurer of insurance product. Proposals that include insurance proposed by unauthorized insurers will be deemed non-responsive to the RFP.

Confirmed. Please see the **Additional Required Documents** tab to see evidence of our registration to do business in Florida.

4. All plans are to comply with federal guidelines and requirements, including but not limited to, the Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), as well as all Floridamandated benefits.

We comply with all applicable federal and state laws and regularly monitor our policies and procedures to make sure we maintain compliance.

Technical Approach-30 points max

1. All approved communications must be submitted to the County electronically for distribution to participants via Countywide email or for posting on the intranet/internet. On-line (web- based) claims submission and Evidence of Insurability (EOI) capabilities are strongly encouraged and will be rated favorably.

Confirmed.

 Data Provisions (Plan and Financial Reporting) - Certain reports may be requested by the County at no additional cost. Reports shall be split out by each agency and then by employees, executive management, retirees and dependents.

Confirmed. If you would like to request ad-hoc or customized reporting, we are happy to accommodate at no additional cost to you.



3. Proposer will be able to provide a breakdown of premiums and claims for employees. Claims reports will include a breakdown of claims received, claims paid, claims pending, and claims denied.

Confirmed. Reporting can be provided upon request from the account manager.

4. It is highly desired that the Proposers have online reporting tools for the County to utilize and have access to real-time reports and online administrative capabilities. Proposers must be willing and systematically capable of splitting out reports by designated agency division codes, as well as the County as a whole for each line of coverage requested. The Board of County Commissioners shall have full online and administrative capabilities, while all other agencies should only have access to its own agency's members. One agency should not have access to the other (an example of this is the Property Appraiser's Office must not have access to the Clerk of the Circuit Court's data and vice versa).

Confirmed with caveat: while online access reporting cannot be supported, reporting can be provided upon request from the account manager.

5. Invoicing – The Policy premium payments, based on the rates provided, will be paid monthly to the Contractor, during the coverage month based on the prior month's payroll. The County strongly desires the ability to transfer invoices via website/electronic mail and will rate proposers who offer these capabilities favorably.

We'll send you a Statement of Account and a monthly invoice based on all active members within our system at that time. The Statement of Account rolls your invoice into one simple view. Payments are due at the beginning of each month. We will also accept a 90-day retroactive credit and billing window for updates not captured in time for the invoice. You can always view up to 13 months' worth of your invoices through our website.

Quote/Cost Total-20 points max Proposers must provide a detailed breakdown of their proposed costs for aspects of the contract.

Please see the Financial Proposal tab.



Clarifications and Deviations Summary

We support you every step of the way to make sure you and your employees get the most from your vision plan. And even though we offer the following deviations, you should know that they are very minimal and in no way affect our ability to administer your benefits:

Specification

EyeMed Response

Terms and Conditions of Contract, Pg. 5

Our proposal includes a 4-year rate guarantee and 4-year contract period.

Term of Contract

1. The initial term of this contract shall being on October 1, 2019 and end on September 30, 2022.

General Services Insurance Requirements, Pg. 6 Contractors Insurance

We propose the following changes, with 7. and 8. deemed not applicable to the proposed vision care coverage:

- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor no more than one time a year.
- 6. The County reserves the right at any time, by Court Order, to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



Specification

EyeMed Response

General Services Insurance Requirements, Pg. 8

Indemnification & Hold Harmless

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

Confirm with caveat: We can agree to indemnify The County of Okaloosa ("Indemnified Parties"), but would request clarification on the following three items: (i) all requests for indemnification must arise from third party claims; (ii) we do not provide indemnification for: (a) the services provided by any Participating Provider and any such claims should be brought directly against the Participating Provider or (b) claims arising from the negligent acts of any of the Indemnified Parties; and (iii) we are not liable for any indirect, consequential, special or punitive damages. ("Participating Provider" shall mean the ophthalmologists, optometrists, opticians, and retail optical locations who are contracted with EyeMed to deliver services to plan participants.)

General Services Insurance Requirements, Pg. 8 Certificate of Insurance

We propose the following changes:

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall endeavor to provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, an addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall endeavor to provide



Specification	EyeMed Response the County with an updated Certificate of insurance no later than ten (10)			
General Services Insurance	We propose the following changes:			
Requirements, Pg. 9	The Contractor hereby waives all rights of			
General Terms	subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing the commercial general liability, automobile liability and workers' compensation policies of insurance.			

General Proposal Conditions, Pg. 15

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. We're SSAE certified, which means that our operations meet the stringent standards from auditors at the American Institute of Certified Public Accountants. The good news is that this eliminates the need for a third-party audit. But we want you to feel comfortable working with us so if you require an audit of our operations; we can make it happen with 60 days' notice.

Draft Contract, Pg. 36

Please note: this contract is a draft for proposer to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal proposer/respondent understands and acknowledges that the draft contract is not an offer. Proposers/respondents are not to sign this draft contract.

We request to provide our Master Policy and Certificate of Insurance samples in place of reviewing or redlining the Draft Contract. Because Okaloosa County has selected a fully-insured arrangement, the licensed insurance carrier, Fidelity Security Life Insurance Company, will issue a Master Policy and Certificate of Insurance to Okaloosa County. These documents, which have been approved by Florida's Department of Insurance, are the contract documents and are controlling with respect to the matters set forth therein.

Please see **Exhibit 4** and **Exhibit 5** for the sample contract documents.





Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option 130 Frame \$0 Exam

Exam & Materials

Insight Network

Fully Insured

Employee Paid

Funded Benefits

Frequency

Examination

Once every plan year

Lenses (in lieu of contacts)
Once every plan year

Contacts (in lieu of lenses)

Once every plan year

Frame

Once every other plan year

Okaloosa County BOCC

Vision Care Services	Member Cost In-Network	Out of Network Member Reimbursement	
Exam With Dilation as Necessary	\$0 copay	Up to \$40	
Frames			
Any available frame at provider location	\$0 copay; 20% off balance over \$130 allowance	Up to \$91	
Contact Lenses (Contact Lens allowance includes materials of	only)		
Conventional	\$0 copay; 15% off balance over \$130 allowance	Up to \$130	
Disposable	\$0 copay; plus balance over \$130 allowance	Up to \$130	
Medically Necessary	\$0 copay; Paid-In-Full	Up to \$210	
Standard Plastic Lenses			
Single	\$15 copay	Up to \$30	
Bifocal	\$15 copay	Up to \$50	
Trifocal	\$15 copay	Up to \$70	
Lenticular	\$15 copay	Up to \$70	
Standard Progressive	\$70 copay	Up to \$50	
Premium Progressive Tier 1	\$100 copay	Up to \$50	
Premium Progressive Tier 2	\$110 copay	Up to \$50	
Premium Progressive Tier 3	\$125 copay	Up to \$50	
Premium Progressive Tier 4	\$190 copay	Up to \$50	
Covered Lens Options			
Anti Reflective Coating - Standard	\$45 copay	Up to \$5	
Anti Reflective Coating - Premium Tier 1	\$57 copay	Up to \$5	
Anti Reflective Coating - Premium Tier 2	\$68 copay	Up to \$5	
Anti Reflective Coating - Premium Tier 3	\$85 copay	Up to \$5	
Polycarbonate - Standard - under 19	\$0 copay	Up to \$32	

Monthly Rates

Subscriber		\$6.00	
Subscriber + Spouse		\$12.93	
Subscriber + Child(ren)		\$10.43	
Subscriber + Family		\$17.35	

Ali plans are based on a 36-month contract term and 60-month rate guarantee.

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies.

EyeMed Vision Care reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers.

Plan Details

Quote for group situated in the State of FL and will be valid until the 10/01/2019 implementation date. Date Quoted 06/10/2019. Benefit allowances provide no remaining balance for future use within the same benefit frequency. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-19/VC-20, form number M-9083.

Plan Exclusions

No benefits will be paid for services or materials connected with or changes arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing. Aniseikonic lenses. Medical and/or surgical treatment of the eye, eyes or supporting structures. Any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment. Safety eyewear. Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof. Plano (non-prescription) lenses. Non-prescription sunglasses. Two pair of glasses in lieu of bifocals. Services or materials provided by any other group benefit plan providing vision care. Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

Okaloosa County BOCC

Saving our members some extra green

We're committed to keeping money in our members' pockets.

That's why we offer our members additional discounts above the proposed plan benefits.

Additional Discounts

Savings for Members

40% off

additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

20% off

any item not covered by the plan, including non-prescription sunglasses

Lasik

Lasik or PRK from US Laser Network 15% off retail price or 5% off promotional price

Hearing Care

Amplifon Hearing Health Care Network 40% off hearing exams and a low price guarantee on discounted hearing aids

Vision Care Services

Member Cost In-Network

Discounted Exam Services

Retinal Imaging

Up to \$39

Contact Lens Fit and Follow-up

(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)
Fit and follow-up - Standard
Fit and follow-up - Premium

10% off retail price

Discounted Lens Options

Photochromic - Non-Glass	\$75
Polycarbonate - Standard	\$40
Scratch Coating - Standard Plastic	\$15
Tint - Solid or Gradient	\$15
UV Treatment	\$15

Other Add-on Services and Materials

20% off retail price

Discount Detail:

Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services, or contact lenses.

Plan discounts cannot be combined with any other discounts or promotional offers.

In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate.

Discounts on vision materials may not be applicable to certain manufacturers' products

EveMed Vision Care reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed