

<b>TRANSMITTAL</b>		0150-11450-0001
TO City Council	DATE 10/31/2023	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT
<p><b>Second Supplemental Agreement to the Professional Services Agreement (C-135561) with EyeMed Vision Care, LLC to provide a vision insurance plan and services for eligible employees and their qualified dependents under the LAwell Civilian Employee Benefits Program.</b></p> <p>Transmitted for your consideration. Please see the attached report from the City Administrative Officer.</p> <div style="text-align: center;"> _____ MAYOR (Chris Thompson for)</div> <p>MWS:KS:1124006t</p>		

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

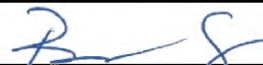
To: The Mayor	Date: 08-07-23	C.D. No. All	CAO File No.: 0150-11450-0001
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122	
Reference: Personnel Department transmittal dated July 6, 2023; referred by Mayor for report on July 6, 2023.			
Purpose of Contract: To provide a vision insurance plan and services for eligible employees and their qualified dependents under the LAwell Civilian Employee Benefits Program.			
Type of Contract: ( ) New contract (X) Amendment, C-135561		Contract Term Dates: Current: January 1, 2017 – December 31, 2021 Proposed: January 1, 2017 – December 31, 2023	
Contract/Amendment Amount: Fees paid in accordance with Article IV Compensation of the Agreements.			
Proposed amount \$ + Prior award(s) \$ = Total contract amount based on fees paid in accordance with Article IV Compensation of the Agreements. There is no set minimum or maximum amount.			
Source of funds: Human Resource Benefits, Civilian FLEX Program Account			
Name of Contractor: EyeMed Vision Care, LLC			
Address: 4000 Luxottica Place, Mason, OH 45040			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. CA Iran Contracting Act of 2010*		X	

**RECOMMENDATION**

That the City Council approve, and authorize the General Manager of the Personnel Department to execute, the Second Supplemental Agreement to the Professional Services Agreement C-135561 with EyeMed Vision Care, LLC to extend the term by two years providing a seven-year term effective January 1, 2017 through December 31, 2023, subject to approval as to form by the City Attorney.

**SUMMARY**

The Personnel Department (Department), at the direction of the Joint Labor Management Benefits Committee (JLMBC), requests approval to execute the proposed Second Supplemental Agreement to the Professional Services Agreement C-135561 (Agreement) with EyeMed Vision Care, LLC (Contractor) to continue providing a vision insurance plan (Services) for eligible City employees. The original Agreement provided a three-year term effective January 1, 2017 through December 31, 2019, with an option to extend the term up to an additional two years. The First Supplemental Agreement, executed in April 2023, exercised the option to extend the term an additional two years for a revised term effective January 1, 2017 through December 31, 2021. In November 2022, the Department reported to the JLMBC that due to staffing shortages and numerous concurrent benefits-related

Kimberly Squire		
KS	Analyst	Assistant City Administrative Officer

procurement processes the Department was unable to complete a new competitive procurement process for the Services before the Agreement expired. At the November 4, 2022 JLMBC meeting, the Department recommended, and the JLMBC approved, the extension of the Agreement by two additional years through December 31, 2023. At the April 6, 2023 JLMBC meeting, the JLMBC approved the selection of a new vision provider, Anthem Blue View Vision (Anthem), which would replace the Contractor commencing January 1, 2024. The Department is currently negotiating the replacement contract with Anthem.

Approval of the proposed Agreement will extend the current term by two years resulting in a seven-year term effective January 1, 2017 through December 31, 2023. The proposed Agreement includes a ratification clause to allow the Contractor to continue providing Services prior to execution of the proposed Agreement to ensure the continued provision of a vision insurance plan for City employees. Compensation for Services is based on the agreed upon premium rates for each type of plan and the number of employees enrolled in each of the plans.

The scope of work includes providing:

- Vision plan underwriting and general responsibilities;
- Program evaluation, reports, and data services;
- Customer support services;
- Open enrollment and communication services;
- Wellness, prevention, and disease management; and,
- Consolidated Omnibus Budget Reconciliation Act (COBRA) administration.

In accordance with Charter Section 1022, the Department determined that City employees do not have the expertise to perform the scope of work outlined in this Agreement. In accordance with Los Angeles Administrative Code (LAAC) Section 10.5(a)(6), City Council approval of the Agreement is required because the cumulative term exceeds five years.

## **FISCAL IMPACT STATEMENT**

Funding for the proposed Agreement is provided in the Human Resources Benefits Budget within the Civilian Flex Program Account for select vision plans.

## **FINANCIAL POLICIES STATEMENT**

As budgeted funds are available to support the proposed Agreement expenditures, the recommendation of this report complies with the City's Financial Policies.

**BOARD OF CIVIL SERVICE  
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**CITY OF LOS ANGELES**  
CALIFORNIA



KAREN R. BASS  
MAYOR

**PERSONNEL DEPARTMENT**  
PERSONNEL BUILDING  
700 EAST TEMPLE STREET  
LOS ANGELES, CA 90012

Dana H. Brown  
GENERAL MANAGER

July 7, 2023

The Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST FOR REVIEW AND APPROVAL OF THE PROPOSED  
SECOND SUPPLEMENTAL AGREEMENT TO THE PROFESSIONAL  
SERVICES AGREEMENT (CONTRACT NO. C-135561) BETWEEN  
EYEMED VISION CARE, LLC. AND THE CITY OF LOS ANGELES**

In accordance with Executive Directive No. 3, attached for your review and approval is a draft Second Supplemental Agreement, as amended by that certain First Supplemental Agreement to the Professional Services Agreement (Contract No. C-135561) between EyeMed Vision Care, LLC. (EyeMed) ("Contractor") and the City of Los Angeles ("City"), to provide a vision insurance plan and services ("Vision Plan Services") for the LAwell Civilian Employee Benefits Program (LAwell Program).

**Background**

The Personnel Department's Employee Benefits Division administers the LAwell Program to active City employees and their qualified dependents in conjunction with the Joint Labor Management Benefits Committee (JLMBC). The JLMBC is comprised of five management and five employee organization representatives whose purpose is to determine what plans are to be included in the benefits program, define the structure of benefit plans, and recommend service providers to the General Manager Personnel Department. The LAwell program provides civilian employees with vision plan services, with the City paying for the full cost of this benefit. The current vision plan services provider, EyeMed, was selected after a competitive bid process.

**A. Contract Authority**

In accordance with Los Angeles Administrative Code Section LAAC 4.303, the JLMBC recommends, and the Personnel Department maintains and administers, on behalf of the City, suitable employee benefits programs, as authorized by the City Council, for officers

and employees of the City. The Personnel Department has authority to enter into contracts to assist in its administration of these programs, including vision plan services.

The Personnel Department General Manager is the contracting authority for the LAwell Program's benefits service providers. In accordance with Los Angeles Administrative Code Division 10, Chapter 1, Section 10.5, the Personnel Department may enter into contracts with benefits service providers for a period of up to five years. The proposed two-year extension would add a sixth and seventh year to the existing contract term between EyeMed and the City. As a result, the proposed two-year extension will require approval of the City Council.

#### B. Contract Status

##### Original Contract Execution (Service Years 2017-2021)

- On March 14, 2016, the Personnel Department released a Request for Proposal (RFP) for stand-alone vision plan services for the LAwell Program. The Employee Benefits Division of the Personnel Department received and evaluated six proposals.
- At its June 9, 2016 meeting, the JLMBC recommended that the Personnel Department General Manager select EyeMed as the provider of vision plan services for the LAwell Program.
- Effective May 7, 2020, the City and EyeMed entered into that certain Professional Services Agreement (Contract No. C-135561) to provide vision plan services for the LAwell Program for the term beginning January 1, 2017 and ending on December 31, 2019.
- At its December 5, 2019 meeting, the JLMBC recommended that the Personnel Department General Manager extend the Original Agreement with EyeMed be extended to the full five years permitted under the LAAC authority from January 1, 2017 to December 31, 2021.
- On or about April 19, 2023, the City and EyeMed entered into that certain First Supplemental Agreement, which extended the Original Agreement an additional two years, beginning January 1, 2020 and ending on December 31, 2021.

##### **Basis for a Second Supplemental Agreement to Contract No. C-135561 Requiring City Council Approval (Service Years 2022-2023)**

The Personnel Department issued an RFP for the selection of health plan services to begin in January 2021. However, as a result of certain complications related to the RFP, on July 1, 2021, the JLMBC recommended that the Personnel Department General Manager exercise the option to cancel the RFP. The Personnel Department General Manager approved this recommendation and effective July 1, 2021, the RFP was canceled and marked as "withdrawn" on the City's LABAVN system.

As the Employee Benefits Division continued to experience staffing shortages and limitations, it informed that incoming pressures of the City's Human Resources Payroll (HRP) Conversion could play a heavier toll on staff while it took multiple efforts to re-issue



its health RFP for a targeted early 2022 release. As a result of this conversation, at its November 4, 2021 meeting, the JLMBC recommended to the Personnel Department General Manager that the agreement with EyeMed be extended for an additional two-year term effective January 1, 2022 to December 31, 2023, for a total seven-year contract term. Subsequently, the Personnel Department General Manager approved the recommendation, subject to the successful negotiation of the Second Supplemental Agreement's terms and conditions.

There is an ongoing need and obligation for the City to provide access to the incumbent's vision plan services for LAwell Program members, as such services cannot be replaced absent a procurement and sufficient time to select a provider in advance of the annual October Open Enrollment period. The LAwell Program successfully completed selection of health plan services vendors through its 2022 Health RFP, and those selected health plan services vendors started on January 1, 2023. As such, the LAwell Program issued an RFP for Vision Plan Services on December 29, 2022 for selection of vision plan services providers with a January 2024 start of services. The extension of the current agreement through December 2023 will cover the period until the successful winning proposer begins providing vision plan services for the LAwell Program.

In accordance with Los Angeles Administrative Code Section 4.303, the City's JLMBC recommends, and the Personnel Department maintains and administers, on behalf of the City of Los Angeles, the LAwell Program, as authorized by the City Council, for officers and employees of the City of Los Angeles. Additionally, in accordance with Los Angeles Administrative Code Section 10.5, the Personnel Department may enter into contracts with benefits service providers for a period of up to five years. As the contracting authority for the LAwell Program's benefits service providers, the Personnel Department General Manager entered into a three-year Original Agreement with EyeMed effective January 1, 2017 to December 31, 2019. Subsequently, the Personnel Department General Manager entered into a two-year First Supplemental Agreement with EyeMed effective January 1, 2020 to December 31, 2021. Due to the Original Agreement and First Supplemental Agreement reaching the maximum five-year limit as designated by the Los Angeles Administrative Code, this Second Supplemental Agreement for an additional two-year term requires City Council approval.

### **Scope of Services to be Provided by EyeMed**

Under the terms of the Second Supplemental Agreement, EyeMed will continue to provide and underwrite the vision plan services for the LAwell Program for a two-year extension to their original five-year term. The full seven-year term of the agreement will be from January 1, 2017 to December 31, 2023. The services to be provided include:

- Vision plan underwriting and general responsibilities;
- Program evaluation, reports, and data services;
- Customer support services;
- Open Enrollment and communication services;
- Wellness, prevention, and disease management; and
- COBRA administration

### **Compensation**

Compensation is based on the number of eligible City employees enrolled in the vision plan every month as identified by the City and its benefits Third-Party Administrator, and the annual premium rates for each coverage tier, as recommended by the JLMBC and adopted by the Personnel Department General Manager.

The Second Supplemental Agreement continues the performance guarantees in which EyeMed has agreed to place certain percentages of fees at risk annually for performance metrics identified in the annual Performance Guarantees section of the agreement. Should EyeMed fail to meet the performance guarantees, EyeMed will provide penalty payment to the City for each missed performance measure as outlined in the Performance Guarantees section.

### **Contract Term**

The full term of the contract, including the execution of this Second Supplemental Agreement, is seven years from January 1, 2017 to December 31, 2023.

### **Contract Compliance**

With respect to the City's general contracting requirements, the compliance documentation statuses are as follows:

The Contractor's Affirmative Action Plan, Equal Employment Practice, Equal Benefits, Slavery Disclosure, and First Source Hiring Ordinance affidavits are current.

The Personnel Department's Classification Division confirmed that the Charter Section 1022 determination previously made, which determined that City employees do not have the expertise to perform this work, still applies, and that a new Charter Section 1022 determination is not necessary.

The Contractor's insurance certificate is current.

The Contractor's address is as follows:

4000 Luxottica Place  
Mason, OH 45040

**BOARD OF CIVIL SERVICE  
COMMISSIONERS**

Room 360, PERSONNEL BUILDING

KARLA M. GOULD  
VICE PRESIDENT

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COMMISSION EXECUTIVE DIRECTOR

**CITY OF LOS ANGELES**  
CALIFORNIA



KAREN R. BASS  
MAYOR

**PERSONNEL DEPARTMENT**  
PERSONNEL BUILDING  
700 EAST TEMPLE STREET  
LOS ANGELES, CA 90012

Dana H. Brown  
GENERAL MANAGER

Representative of Contractor Address:

Pegah Firozi  
National Accounts Manager

The contract has been reviewed by the City Attorney as to form and language.

**Fiscal Impact**

Funding for this contract is provided in the Human Resources Benefits Budget, Fund No. 100, Civilian Flex Program Account No. 009200, with no additional impact on the General Fund.

**Recommendation**

That the General Manager of the Personnel Department, or designee, on behalf of the JLMBC, be authorized to negotiate and execute a Second Supplemental Agreement to Contract No C-135561 with Eyemed to provide vision plan services for the LAWell Program and extend the term of the Agreement for an additional two-year term effective January 1, 2022 to December 31, 2023.

To ensure continuity of service, the Second Supplemental Agreement includes a clause that any services provided prior to the execution of this agreement, provided that they were performed in accordance with the terms and conditions of this agreement, would be accepted by the City, and shall be treated as services performed. Staff has solicited language review as to form from the City Attorney's Office, and have received subsequent approval for this agreement.

Please contact Sherry Cox at (213) 473-9122 with any additional questions.

Thank you for your consideration,

Dana H Brown  
General Manager

Attachment

c: Robert Roth, CAO  
Kimberly Squire



**SECOND SUPPLEMENTAL AGREEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. C-135561)  
BETWEEN  
THE CITY OF LOS ANGELES AND  
EYEMED VISION CARE, LLC**

This Second Supplemental Agreement to that certain Professional Services Agreement (Contract No. C-135561), as amended by that certain First Supplemental Agreement, is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department ("**City**") and EyeMed Vision Care, LLC, a Delaware limited liability corporation ("**Contractor**"), with reference to the following:

**RECITALS**

1. On or about May 7, 2020, the City and Contractor entered into that certain Professional Services Agreement (Contract No. C-135561) ("**Original Agreement**") for Contractor to provide vision insurance plan and services ("**Vision Plan Services**") for the term beginning January 1, 2017 and ending on December 31, 2019; and
2. On or about April 19, 2023, the City and Contractor entered into that certain First Supplemental Agreement (Contract No. C-135561 S1) ("**First Supplemental Agreement**"), which extended the Original Agreement an additional two years, beginning January 1, 2020 and ending on December 31, 2021; and
3. The City has a continuing need for Vision Plan Services beyond the term of the First Supplemental Agreement; and
4. On November 5, 2020 and November 4, 2021, the Joint Labor-Management Benefits Committee approved and recommended to the Personnel Department General Manager that Contractor's provision for Vision Plan Services be extended, in the aggregate, for two additional years beginning January 1, 2022 and ending December 31, 2023, subject to the successful negotiation of all necessary contractual terms and conditions; and
5. The Contractor has agreed to extend the term of the Original Agreement, as amended by the First Supplemental Agreement, subject to the updated terms as more fully described herein; and
6. The City is authorized pursuant to Division 4, Chapter 7, Article 5 and Division 10, Chapter 1, Article 1 of the Los Angeles Administrative Code to enter into the terms of the Original Agreement and First Supplemental Agreement up to a maximum of five years; this Second Supplemental Agreement for the extended term of Vision Plan Services requires City Council approval; and
7. On \_\_\_\_\_ City Council approved the execution of this Second Supplemental Agreement for Vision Plan Services; (Council File \_\_\_\_\_); and

8. The contemplated Vision Plan Services to be provided under this Second Supplemental Agreement will be funded by the City's Employee Benefits Trust Fund.

**NOW, THEREFORE**, the City and Contractor, in consideration of the promises and of the recitals, agreements, covenants, and representations set forth herein, hereby covenant, represent, and agree as follows:

1. The terms and conditions of the Original Agreement, as amended by the First Supplemental Agreement, together with this Second Supplemental Agreement shall be read and construed as one document and references to "this Agreement" or "the Agreement" shall, from the commencement date hereof (but not for any purpose prior to this term), incorporate references to this Second Supplemental Agreement.
2. Section A of Article II of the Original Agreement, as amended by the First Supplemental Agreement, entitled "Time of Performance" is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement will commence on January 1, 2022 and will end on December 31, 2023, subject to the termination provisions herein ("Term")"

3. The following list of Exhibits is hereby added to the list of Attachments found under the Table of Contents as follows:
  - Exhibit A7 – Fidelity Security Life Insurance Company Group Vision Insurance Policy effective January 1, 2022 through December 31, 2023, for the Vision Insurance Plan and Services (Vision Plan Services), Group Number 1007428
  - Exhibit A8 – Fidelity Security Life Insurance Company Group Vision Certificate of Insurance effective January 1, 2022 through December 31, 2023
  - Exhibit C3 – City of Los Angeles LAwell Civilian Benefits Program 2022 through 2023 Vision Plan Premium Rates
  - Exhibit D6 – 2022 Performance Guarantees Agreement
  - Exhibit D7 – 2023 Performance Guarantees Agreement
4. Except as otherwise provided by this Second Supplemental Agreement, all other terms and conditions of the Original Agreement, as amended by the First Supplemental Agreement, shall remain in full force and effect as part of this Second Supplemental Agreement.
5. In the event of any inconsistency between the provisions of this Second Supplemental Agreement and the attachments and exhibits attached thereto, said inconsistency shall be resolved by giving precedence to the documents in the following order, except as required by applicable ordinances and law:
  1. The body of this Second Supplemental Agreement;
  2. The body of the First Supplemental Agreement;

3. The body of the Original Agreement;
  4. Standard Provisions for City Contracts (Rev. 10/17); and
  5. The other attachments/exhibits to the Original Agreement
6. This Second Supplemental Agreement shall be deemed executed upon the occurrence of all of the following events:
1. This Second Supplemental Agreement has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
  2. This Second Supplemental Agreement has been approved by the General Manager of the Personnel Department;
  3. The Office of the City Attorney has indicated the approval as to form of this Second Supplemental Agreement; and
  4. This Second Supplemental Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Second Supplemental Agreement.
7. Due to the need for the Contractor's services to be provided on an ongoing basis and upon the commencement of the term of this Second Supplemental Agreement, Contractor may have provided services prior to the execution hereof. To the extent that said services were performed in accordance with the terms and conditions of this Second Supplemental Agreement, those professional services are hereby accepted by the City and shall be treated as services performed under the terms and conditions herein.
8. All capitalized terms shall have the meaning ascribed to them under the Original Agreement, as amended by the First Supplemental Agreement, except as otherwise provided herein.
9. This Second Supplemental Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE  
FOLLOWS)**

**IN WITNESS THEREOF**, the parties, have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**EYEMED VISION CARE, LLC.**

By: \_\_\_\_\_  
JEREMY PEREIRA  
Vice President, Sales & Account Management

Date: \_\_\_\_\_

By: \_\_\_\_\_  
SARA FRANCESCUTTO  
Chief Financial Officer

Date: \_\_\_\_\_

**THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
DANA H. BROWN  
General Manager  
Personnel Department

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
CHARLES HONG  
Deputy City Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**\*Approved Signature Methods:**

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: 31-1656473

Agreement Number: C-135561



**FIDELITY SECURITY LIFE  
INSURANCE COMPANY®**

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

**POLICY NUMBER:** VC-146

**POLICYHOLDER:** City of Los Angeles

**STATE OF ISSUE:** California

**POLICY EFFECTIVE DATE:** March 1, 2021

**POLICY ANNIVERSARY DATE:** January 1 of the following year and each January 1 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

President

Secretary

**This Policy is not major medical insurance and is not a substitute for major medical insurance. It does not qualify as minimum essential health coverage under the Federal Affordable Care Act.**

**GROUP VISION INSURANCE POLICY  
THIS IS A LIMITED BENEFIT POLICY**  
*Please read the Policy carefully.*

**THIRTY-DAY RIGHT TO EXAMINE:** If the Policyholder is not satisfied for any reason, the Policyholder may return the Policy within 30 days after receipt. The premium will then be refunded. When returned, the Policy will be void from the beginning. The Policy must be returned to the Company at the Company's Home Office or to the Company's authorized agent.

## 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 the current month plus six months.

**Premium Rate Change.** The Company has the right to change the premium rate on or after the second Policy Anniversary Date. The Company will provide written notice at least 60 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.** Subject to the Incontestability provision, the Company reserves the right to rescind the coverage for one or all Insureds due to misrepresentation or fraud on the Policyholder's application or an Insured's enrollment form, 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 from the premiums to be returned to the Policyholder an amount equal to the amount of such claims paid.

## TERMINATION OF POLICY

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

1. any date on or after the second Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least 60 days prior to termination;
2. any date on or after the date the Company receives the Policyholder's written request for termination;
3. the date the number of persons covered under the Policy does not meet the minimum participation requirements of 10;
4. the date the required premium has not been paid, except as provided in the Grace Period provision; or
5. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

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

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

### **CERTIFICATE**

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

### **ADDITIONAL INSURED**

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

### **INCORPORATION PROVISION**

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



# FIDELITY SECURITY LIFE INSURANCE COMPANY®

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## Amendment to the Application for Vision Care Benefits

### Current Group Information (as reflected in the Company's records):

Group Name: City of Los Angeles

DBA, (if applicable): \_\_\_\_\_

Policy Number: VC-146 Group Number: 1007428/1007429/1008118/1008838

Effective 7-1-22 the Application for Vision Care Benefits is amended as noted below:

☐ **Change in Policy Number:**

Original Policy Number: \_\_\_\_\_ New Policy Number: \_\_\_\_\_

☒ **Change in Renewal Date:**

Original Renewal Date: 7-1-22 New Renewal Date: 1-1-24

☐ **Name Change (Same Tax ID#):**

New Group Name: \_\_\_\_\_

DBA, if applicable: \_\_\_\_\_

☐ **Change in Primary Business Address (same state):**

New Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

☐ **Change to Coverage for Domestic Partners:**

Are Domestic Partners to be covered under this Plan\*? ☐ Yes ☐ No Same Sex\*? ☐ Yes ☐ No Opposite Sex\*? ☐ Yes ☐ No

\* Unless state law has different requirements.

☐ **Change to Dependent Age Coverage:**

Dependent Children to be covered to Age\*\* ☐ 19 ☐ 21 ☐ 25 ☐ 26\*\*\* ☐ Other \_\_\_\_\_

Dependent Children who are full-time students covered to age\*\*: ☐ 23 ☐ 25 ☐ 27 ☐ Other \_\_\_\_\_

\*\* Unless state law has different requirements.

\*\*\* Dependent Children covered to age 26 regardless of financial dependency, residency, student status or marital status.

☒ **New Rates, Benefits, Network or Plans:**

☒ A. New Rates Please refer to the attached proposal page.

☐ B. New Benefits Please refer to the attached proposal page.

☒ C. New Network Please refer to the attached proposal page.

☐ D. New Plan Please refer to the attached proposal page.



☐ **Change in Group Size (Florida, Michigan, Missouri, Washington policyholders only):**

Original Number of Eligible Employees/Members: \_\_\_\_\_ New Number of Eligible Employees/Members: \_\_\_\_\_

FIDELITY SECURITY LIFE INSURANCE COMPANY®

President

Secretary

**Application for Vision Care Benefits**  
Underwritten by Fidelity Security Life Insurance Company  
Kansas City, Missouri 64111



**I. GROUP INFORMATION**

Group Name: City of Los Angeles Tax ID#: 95600735  
DBA Name (If other than above): \_\_\_\_\_  
Business Physical Address: 200 North Spring Street #867 Los Angeles CA 90012  
(Street Address) (City) (State) (Zip)  
Mailing Address: Same  
(Street Address) (City) (State) (Zip)  
Day-to-Day Contact Name: Paul Makowski Title: Sr. Personnel Analyst II  
Phone Number: ( 213 ) 978-1646 E-Mail Address: Paul.makowski@lacity.org  
Type of Business: ☐ Proprietorship ☐ Corporation ☒ Other (Specify): Municipality

**PLEASE NOTE THE FOLLOWING TYPE BUSINESSES REQUIRE PRIOR CARRIER APPROVAL:**

☐ MEWA ☐ PEO ☐ Trust ☐ Union ☐ VEBA ☐ Casino/Indian Tribe  
Service Area: ☐ National (U.S. – does not include Puerto Rico) ☐ State Specific\*  
☒ National (U.S. – does include Puerto Rico)

*\*If any subsidiary or affiliated companies are to be insured or any Employees/Members are working or residing in a state other than the business address above, please list those states:* \_\_\_\_\_

Number of employees/members with language preferences other than English for oral or written communications:  
Spanish \_\_\_\_\_ Chinese \_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Oral \_\_\_\_\_ Written \_\_\_\_\_ Oral \_\_\_\_\_ Written \_\_\_\_\_ Oral \_\_\_\_\_ Written \_\_\_\_\_

**GROUP DISPLAY NAME (Your Group Name as it should appear to your Employees/Members)**

Company Name: City of Los Angeles  
(Maximum of 40 characters, including capitalization, punctuation and spacing.)

**II. GROUP BILLING**

Billing Physical Address: 700 East Temple Street Los Angeles CA 90012  
(Street Address) (City) (State) (Zip)  
Primary Contact Name: Andrew Pollard Title: Accounting Records Supervisor  
Phone Number: ( 213 ) 473-9364 E-Mail Address: Andrew.pollard@lacity.org

Do you have any additional subsidiaries, affiliated companies, or divisions that use another name and will be covered by this plan AND require separate billing invoices? ☐ Yes ☒ No If Yes, please attach and send a separate page signed by you with the following information: Name, Address, Billing Contact Name and Phone Number

**III. PREMIUMS\***

*Please indicate the percentage of premium contributed by the Group and the Employee/Member for both the Employee/Member and Dependents; the total for each row must equal 100%.*

	Group Contribution	Employee/Member Contribution
Employee/Members:	<u>100 %</u>	<u>100 %</u>
Dependents:	<u>0 %</u>	<u>0 %</u>

Are Employee/Member and Dependent premiums paid through a Section 125 Plan? ☒ Yes ☐ No

Are Employee/Member and Dependent premiums collected via payroll deduction? ☐ Yes ☒ No

Premiums shall be payable at the rates included on the attached proposal page.

*\*If the Group's contribution percentage is changed or the number of eligible Employees/Members increases or decreases, premium may be adjusted as allowed under the Policy. The premium may be adjusted at the end of the calendar month in which the change occurred.*

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#### IV. ELIGIBILITY

Number of Eligible Employees/Members: 25,000

Will this plan replace any existing vision coverage? ☐ Yes ☒ No

If "Yes," name of existing insurer: \_\_\_\_\_

Eligible Class(es) of Employees/Members (please check all that apply):

☐ Active employees ☐ Retiree / Leave of Absence

☒ COBRA-eligible employees ☒ Other: Cash in-lieu

##### Are the following covered under the plan:

Dependent Children Covered to Age\*: ☒ 26\*\* ☐ Other \_\_\_\_\_

Dependent Children who are full-time students covered to age\*: ☐ 27 ☒ Other 26

Dependent Child Age Termination based on:

☐ Day Age is attained ☐ End of Month Age is attained ☐ End of Year Age is attained

*\*Unless state law has different requirements.*

*\*\*Dependent Children covered to age 26 regardless of financial dependency, residency, student status or marital status.*

#### MEMBERSHIP INFORMATION

Who will send enrollment for Active Employees/Members? ☐ Group ☒ Group's TPA

If TPA, TPA Name: Morneau Shepell

Group/TPA Contact Name: Stephanie Harmon

Phone Number: (801 ) 884-3326 E-Mail Address: Sharmon@morneaushepell.com

Membership will be an electronic membership file? ☒ Yes ☐ No

Who will send enrollment for COBRA Employees/Members? ☒ Group ☐ Group's TPA

If TPA, TPA Name: \_\_\_\_\_

Group/TPA Contact Name: RobyAnn Jumaoas

Phone Number: (213 ) 978-1631 E-Mail Address: robbyann.jumaoas@lacity.org

Membership will be an electronic membership file? ☐ Yes ☒ No

#### PROBATIONARY PERIOD

For New Employees/Members: ☐ 30 days ☐ 60 days ☐ 90 days ☐ 180 days ☒ Other Memo

Probationary Period is waived for present Employees/Members: ☐ Yes ☐ No

Number of Employees/Members who have not yet completed the probationary period: \_\_\_\_\_

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#### V. PLAN SELECTION

Please refer to the attached proposal page. Services are provided by EyeMed Vision Care.

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## VI. EFFECTIVE DATE

This Policy will become effective at 12:01 a.m. Local Time at the Group's address herein, on

03/01/2021  
MM/DD/YYYY

, provided all the following has been completed prior to this effective date:

- A. This application has been received and accepted by the Company (must be submitted 30 days in advance of the effective date).
- B. EyeMed has been furnished a working file of all eligible Employees/Members, in an agreed upon format. It is understood and agreed that EyeMed may rely on this information to provide services to individuals designated as eligible.

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The Group hereby makes application to Fidelity Security Life Insurance Company for Vision Care Benefits. The Group agrees to maintain and furnish any records necessary to administer this plan and to pay premiums monthly.

The Group certifies that all information shown on this application and any attachments is correct and complete to the best of the Group's knowledge and belief as of the date this application is signed. The Group understands that the Company intends to rely on this information in determining if the enrolling Employees/Members and their Dependents may become insured. It is further understood and agreed that **NO INSURANCE WILL BECOME EFFECTIVE UNTIL APPROVED BY THE COMPANY**; and that no field representative of the Company has the authority to modify any conditions of the application or the Policy by making any promise or representation.

**The falsity of any statement in this application will not bar the right to recovery under the Policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the Company.**

**ELECTRONIC TRANSMISSION OF DOCUMENTS:** The Group agrees to voluntarily receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. Written notice of termination will be provided to the Group as shown in the Policy. The Group understands that the Group may revoke this authorization, report a change or correction to the email address provided or request specific paper documents without revoking this authorization by contacting the Company or EyeMed by mail, email, or by telephone at 800-648-8624.

☒ Yes Email Address: steven.montagna@lacity.org ☐ No

Dated at: Los Angeles CA this 29th day of January, 2021  
(City) (State) (Day) (Month) (Year)

Signed for the Group:  Title: Director of Employee Benefits

Printed Name: Steven Montagna

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**ATTENTION: THE DEPARTMENT OF INSURANCE REQUIRES THAT ONLY  
THE BROKER AND/OR GENERAL AGENT WHO SOLD THE PRODUCT AND HOLDS A VALID  
LIFE AND HEALTH LICENSE MAY COMPLETE THE CERTIFYING STATEMENT**

**WRITING BROKER'S CERTIFYING STATEMENT**

I certify that I am properly licensed in the state in which the Group is domiciled and I have accurately recorded on this application the information supplied by the applicant, if such information has been provided directly to me for recording purposes, to the best of my knowledge and belief the information on the application is complete and accurate, that I explained in easy to understand language the risk to the applicant of providing inaccurate information and that the applicant understood the explanation and that if I willfully state as true any material fact I know to be false, that I shall, in addition to any applicable penalties or remedies available under current law, be subject to a civil penalty of up to ten thousand dollars (\$10,000). Any public prosecutor may bring a civil action to impose that civil penalty. These penalties shall be paid to the Insurance Fund.

Firm Name (print): Keenan Tax ID No.: 95-2798626

Mailing Address: 4202 Riverwalk Pkwy, Suite 400 Riverside CA 92505  
(Street Address) (City) (State) (Zip)


Day-to-Day Contact Name: Megan Gardner Title: Account Executive

Day-to-Day Contact Day-to-Day Contact  
Phone Number: (951 ) 715-0190 x10 E-Mail Address: Mgardner@keenan.com

Commission checks payable to: ☐ Firm ☐ Broker

Broker Name (print): Laurie LoFranco SS#: \_\_\_\_\_

Broker Phone Number: (951 ) 715-0190 x1181 Broker E-mail Address: Llofranco@keenan.com

Broker Signature: ► 

**WRITING GENERAL AGENT'S CERTIFYING STATEMENT**

I certify that I am properly licensed in the state in which the Group is domiciled and I have accurately recorded on this application the information supplied by the applicant, if such information has been provided directly to me for recording purposes, to the best of my knowledge and belief the information on the application is complete and accurate, that I explained in easy to understand language the risk to the applicant of providing inaccurate information and that the applicant understood the explanation and that if I willfully state as true any material fact I know to be false, that I shall, in addition to any applicable penalties or remedies available under current law, be subject to a civil penalty of up to ten thousand dollars (\$10,000). Any public prosecutor may bring a civil action to impose that civil penalty. These penalties shall be paid to the Insurance Fund.

Firm Name (print): N/A Tax ID No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

Day-to-Day Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Day-to-Day Contact Day-to-Day Contact  
Phone Number: ( ) E-Mail Address: \_\_\_\_\_

Commission checks payable to: ☐ Firm ☐ General Agent

General Agent Name (print): \_\_\_\_\_ SS#: \_\_\_\_\_

General Agent General Agent  
Phone Number: ( ) E-mail Address: \_\_\_\_\_

General Agent Signature: ►



## City of Los Angeles

### Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Eye 360  
Exam & Materials  
Insight Network  
Fully Insured  
Employer Paid  
Funded Benefits

### Frequency

**Examination**  
Once every calendar year  
**Lenses (in lieu of contacts)**  
Once every calendar year  
**Contacts (in lieu of lenses)**  
Once every calendar year  
**Frame**  
Once every calendar year

### Terms

**Contract Term**  
18 months

**Rate Guarantee**  
18 months

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
<i>Exam at PLUS Providers</i>	<i>\$0 copay</i>	Up to \$45
Exam	\$10 copay	Up to \$45
Retinal Imaging	\$10 copay	Up to \$21
<b>FRAME</b>		
<i>Any available frame at PLUS Providers</i>	<i>\$0 copay; 20% off balance over \$200 allowance</i>	Up to \$104
Frame	\$0 copay; 20% off balance over \$150 allowance	Up to \$104
<b>CONTACT LENSES</b> (Contact Lens allowance includes materials only)		
Contacts - Conventional	\$0 copay; 15% off balance over \$150 allowance	Up to \$120
Contacts - Disposable	\$0 copay; 100% of balance over \$150 allowance	Up to \$120
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$210
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$10 copay	Up to \$35
Bifocal	\$10 copay	Up to \$50
Trifocal	\$10 copay	Up to \$65
Lenticular	\$10 copay	Up to \$65
Progressive - Standard	\$75 copay	Up to \$70
Progressive - Premium Tier 1	\$95 copay	Up to \$70
Progressive - Premium Tier 2	\$105 copay	Up to \$70
Progressive - Premium Tier 3	\$120 copay	Up to \$70
Progressive - Premium Tier 4	\$75 copay, 20% off retail price less \$120 allowance	Up to \$70
<b>LENS OPTIONS</b>		
Polycarbonate - Std < 19 years of age	\$0 copay	Up to \$28

### MONTHLY RATES

Per Subscriber Per Month	\$9.17
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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 situated in the State of CA and will be valid until the 07/01/2022 implementation date. Date Quoted 12/20/2021. 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-9184.

### 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 City of Los Angeles has chosen this benefit design, attach this document to the group application and sign here

Signature

06/06/2022

Date

P201603 TC - 0

Q-00035272 – QL-0000059851



City of Los Angeles  
EyeMed Diabetic Care Rider, Fixed Fee  
Employer pays 80% or more -OR- Bundled With Group Medical or Dental  
Option B  
**EyeMed Vision Care in conjunction with Combined Insurance Company of America**

Version 7

Diabetic Care Services	Member Cost	Frequency	Out-of-Network Reimbursement
<b>Office Service Visit (Medical Follow-up Exam)</b> Type 1 and Type 2 diabetics.	Covered 100% \$0 copay	Up to (2) services per benefit year	\$77
<b>Fundus Photography *</b> Type 1 and Type 2 diabetics.	Covered 100% \$0 copay <i>* Not covered if Extended Ophthalmoscopy is provided within 6 months</i>	Up to (2) services per benefit year	\$50
<b>Extended Ophthalmoscopy *</b> Type 1 and Type 2 diabetics.	Covered 100% \$0 copay <i>* Not covered if Fundus Photography is provided within 6 months</i>	Up to (2) services per benefit year	\$15
<b>Gonioscopy</b> Type 1 and Type 2 diabetics.	Covered 100% \$0 copay	Up to (2) services per benefit year	\$15
<b>Scanning Laser</b> Type 1 and Type 2 diabetics.	Covered 100% \$0 copay	Up to (2) services per benefit year	\$33

**Definitions:**

**Office Service Visit (Medical Follow-up Exam)** Office visit for the evaluation and management of an established patient. The office visit includes patient history, follow-up examination services as deemed appropriate by the provider, and medical decision making.

*Some or all of the diagnostic services described below will be provided as deemed appropriate, subject to provider determination of service necessity and the benefit frequency limitations referenced above. More comprehensive descriptions of these services are available in the Certificate of Insurance.*

**Fundus Photography** with interpretation and report . Fundus photography is a process using optical imaging equipment to photograph structures of the eye.

**Extended Ophthalmoscopy** with retinal drawing and interpretation and report. A serious retinal condition must exist or be suspected (based on results of routine ophthalmoscopy) which requires further detailed study.

**Gonioscopy** procedure to look at the anterior chamber structures of the eye between the cornea and the iris. Gonioscopy can be used in detection or treatment of conditions that can be more prevalent in diabetics such as glaucoma or neovascularization of the angle.

**Scanning Laser** Scanning computerized ophthalmic diagnostic imaging, posterior segment with interpretation and report.

**Exclusions and Limitations**

The Diabetic Benefit covers diabetic eyecare evaluation services only. The following services and benefits are excluded:

- 1) Costs associated with securing frames, lenses, or any other materials
- 2) Orthoptics or vision training and any associated supplemental testing
- 3) Surgical procedures, including laser or any other form of refractive surgery, and any pre or post-operative services
- 4) Pathological treatment of any type for any condition
- 5) Any eye examination required by an employer as a condition of employment
- 6) Insulin or any medications or supplies of any type
- 7) Services and/or materials not included in this Rider

# FACTS

## WHAT DOES Fidelity Security Life Insurance Company, Fidelity Security Life Insurance Company of New York (NY Only) and Affiliates DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- medical information and insurance claim information
- assets and checking account information

When you are no longer our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fidelity Security Life Insurance Company and Affiliates choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Fidelity Security Life share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

### Questions?

Call 800-648-8624 or go to [www.fslins.com](http://www.fslins.com) or [www.ftj.com](http://www.ftj.com)



Who we are	
Who is providing this notice?	Fidelity Security Life Insurance Company and Affiliates including our Administrative, Insurance and Financial Service Providers.
What we do	
How does Fidelity Security Life Insurance Company and Affiliates protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>These physical, electronic and procedural safeguards were created to protect your information. We also limit employee access as appropriate.</p>
How does Fidelity Security Life Insurance Company and Affiliates collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ apply for insurance or pay insurance premiums</li> <li>■ file an insurance claim or give us your contact information</li> <li>■ show your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include Fidelity Security Life Insurance Company of New York, Forrest T. Jones &amp; Company, Inc., Forrest T. Jones Consulting Company and National Pension &amp; Group Consultants, Inc.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Fidelity Security Life Insurance Company does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include insurance agencies, broker dealers and investment advisor firms.</i></li> </ul>
Other important information	



**FIDELITY SECURITY LIFE  
INSURANCE COMPANY®**

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

**POLICY NUMBER:** VC-146

**POLICYHOLDER:** City of Los Angeles

**POLICY EFFECTIVE DATE:** March 1, 2021

**POLICY ANNIVERSARY DATE:** January 1 of the following year and each January 1 thereafter

Fidelity Security Life Insurance Company represents that the Insured Person is insured for the benefits described in 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 name, group number, and 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

  
President

  
Secretary

**This Certificate is not major medical insurance and is not a substitute for major medical insurance. It does not qualify as minimum essential health coverage under the Federal Affordable Care Act.**

**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.**

**THIRTY-DAY RIGHT TO EXAMINE:** If an Insured who is age 65 or older is not satisfied for any reason, the Insured may return the Insured's Certificate within 30 days after receipt. The premium will then be refunded. When returned, the Certificate will be void from the beginning. The Certificate must be returned to the Company at the Company's Home Office or to the Company's authorized agent.

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SCHEDULE OF BENEFITS.....	Attached (1A)

## DEFINITIONS

**Allowance** means the benefit amount shown in the Schedule of Benefits that is the maximum amount payable by the Company, subject to the expenses incurred. The Insured Person is responsible for any amounts due above the Allowance. The Allowance cannot be used to satisfy a Copayment.

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

The Benefit Frequency begins January 1. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

**Copayment** or **Copay** 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 general evaluation of the complete visual system. The examination includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields, basic sensorimotor examination and Refraction. It always includes initiation of diagnostic and treatment programs. It may include biomicroscopy, examination with cycloplegia or mydriasis and tonometry, as determined by the Provider. These services may be performed at different sessions, but comprise only one Comprehensive Eye Examination.

**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 of the Insured or the Insured's spouse who is under 26 years of age;
3. each unmarried child at least 26 years of age 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 a physically or mentally disabling injury, illness or condition.

Dependent includes a step-child, foster child, legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree.

**Domestic Partner** will have the same meaning as used in Section 297 of the Family Code. However, for individuals not meeting the definition of Domestic Partner as used in Section 297 of the Family Code, Domestic Partner means a same-sex or an opposite-sex 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. The term "spouse," wherever used, will include a Domestic Partner.

**Formulary** means a list, provided by the Company, of Vision Materials by tier, that are covered under the Policy as shown in the Schedule of Benefits.

**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 that adequate functional vision correction cannot be achieved with spectacles but can be achieved with contact lenses. Conditions that qualify for Medically Necessary Contact Lenses are:

1. Anisometropia of 3D in meridian powers;
2. High Ametropia exceeding -12D or +12D in meridian powers;
3. Keratoconus when vision is not correctable to 20/25 in either eye or both eyes using standard spectacle lenses; or
4. vision impairments, other than Keratoconus, when vision can be improved by two lines on the visual acuity chart when compared to best corrected standard spectacle lenses.

**Out-of-Network Provider** means a Provider, located within the PPO Service Area, but is not an In-Network Provider.

**Policy** means the Vision Insurance 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 United States, which is the geographical area where the PPO is located.

**Preferred Provider Agreement** means the agreement between the PPO and a Provider who agrees to become an In-Network Provider. The Preferred Provider Agreement contains the rates and reimbursement methods for services and supplies furnished by an In-Network Provider.

**Preferred Provider Organization (“PPO”)** means a network of Providers and retail chain stores within the PPO Service Area that have signed a Preferred Provider Agreement.

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

**Refraction** means a test performed by a Provider to determine the glasses or contact lens prescription due to a refractive error (for example, nearsightedness, farsightedness, astigmatism or presbyopia).

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

**Vision Materials** means those materials provided for visual health and welfare 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 becomes 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 becomes eligible, provided;
  - a. the Insured has given the Company the Insured’s enrollment form (if required) on, prior to, or within 30 days of the date the Insured becomes eligible; and
  - b. the Insured has agreed to pay the required premium contributions; and
3. if the Insured fails to meet the requirements of 2 a) and 2 b) 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. If an enrollment form is required, the Insured must provide such form and 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 a greater number of days, if elected by the Policyholder. 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 placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for 31 days or a greater number of days, if elected by the Policyholder. 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. If proper notice has been given, coverage will continue unless 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.

**In-Network Provider Benefits.** The Insured Person must pay any Copayment 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 on behalf of the Insured Person.

**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, unless the Out-of-Network Provider allows assignment of benefits. The Company will pay the Out-of-Network benefits up to the maximum dollar amount shown in the Schedule of Benefits.

## **LIMITATIONS**

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.

## **EXCLUSIONS**

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

1. medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures;
2. Refraction, when not provided as part of a Comprehensive Eye Examination;
3. services provided for and paid as a result of any Workers' Compensation law, or any other services provided by or required by any governmental agency or program whether federal, state or subdivisions thereof;
4. orthoptic or vision training, subnormal vision aids and associated supplemental testing; Aniseikonic lenses;

5. any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment;
6. safety eyewear;
7. solutions, cleaning products or frame cases;
8. non-prescription sunglasses;
9. plano (non-prescription) lenses;
10. plano (non-prescription) contact lenses;
11. two pair of glasses in lieu of bifocals;
12. electronic vision devices;
13. 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
14. lost or broken lenses, frames, glasses, or contact lenses that are replaced before 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 earlier of:

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 subject to the Grace Period;
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 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 subject to the Grace Period.

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 a physically or mentally disabling injury, illness or condition that began before the age limit was reached; and
2. mainly dependent on the Insured for support.

The Company will notify the Insured 90 days prior to the termination of a child reaching the limiting age. 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 request it more than once a year after this coverage has been continued for two years. This continued coverage will end on the earlier of:

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.

## PREMIUMS

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company by the Policyholder on behalf of the Insured Person. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date as allowed in the Policy. The Company will provide written notice to the Policyholder at least 60 days before the date of the change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

## 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 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.

**Assignment.** Benefits under the Policy may be assigned.

**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 if the payment was made to the Provider or from the Insured if the payment was made to 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 three years 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, the Insured's individual enrollment form, if any, 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 will be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, 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 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.

## SCHEDULE OF BENEFITS

City of Los Angeles

<b><i>BENEFIT FREQUENCY</i></b>		
<b><u>Vision Examinations</u></b>	once every calendar year	Insured Person
<b><u>Vision Materials</u></b>	once every calendar year	Insured Person

<b><i>BENEFIT</i></b>	<b><i>In-Network</i></b>		<b><i>Out-of-Network Provider (Reimbursement up to)</i></b>
	<b><i>Plus In-Network Provider</i></b>	<b><i>In-Network Provider</i></b>	
<b><u>Vision Examination</u></b>			
Comprehensive Eye Examination	\$0 Copayment	\$10 Copayment	\$45
Retinal Imaging	\$10 Copayment	\$10 Copayment	\$21
<b><u>Vision Materials</u></b>			
Frame	\$0 Copayment up to \$200 Allowance	\$0 Copayment up to \$150 Allowance	\$104
<b>Contact Lenses</b> Only one of the following Contact Lenses benefits may be used for the Contact Lenses benefit. Contact Lenses are in lieu of Lenses and Lens Options.			
Conventional	\$0 Copayment up to \$150 Allowance	\$0 Copayment up to \$150 Allowance	\$104
Disposable	\$0 Copayment up to \$150 Allowance	\$0 Copayment up to \$150 Allowance	\$104
Medically Necessary	Paid in Full	Paid in Full	\$210
<b>Standard Plastic Lenses</b>			
Single Vision	\$10 Copayment	\$10 Copayment	\$35
Bifocal	\$10 Copayment	\$10 Copayment	\$50
Trifocal	\$10 Copayment	\$10 Copayment	\$65
Lenticular	\$10 Copayment	\$10 Copayment	\$65
Progressive – Standard	\$75 Copayment	\$75 Copayment	\$70
Progressive – Premium Tier 1	\$95 Copayment	\$95 Copayment	\$70
Progressive – Premium Tier 2	\$105 Copayment	\$105 Copayment	\$70
Progressive – Premium Tier 3	\$120 Copayment	\$120 Copayment	\$70
Progressive – Premium Tier 4	\$75 Copayment up to \$120 Allowance	\$75 Copayment up to \$120 Allowance	\$70

<b><i>BENEFIT</i></b>	<b><i><u>In-Network</u></i></b>		<b><i><u>Out-of-Network Provider</u></i></b> <b><i>(Reimbursement up to)</i></b>
	<b><i><u>Plus In-Network Provider</u></i></b>	<b><i><u>In-Network Provider</u></i></b>	
<b>Lens Options</b>			
Polycarbonate Lenses – Standard Dependent Children under 19 years of age	\$0 Copayment	\$0 Copayment	\$28



# FIDELITY SECURITY LIFE INSURANCE COMPANY®

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
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## VISION EXAMINATION BENEFIT RIDER For Insured Persons with Type 1 or Type 2 Diabetes with Diabetic Retinopathy

By attachment of this Rider, the Policy/Certificate is amended by adding the following benefits:

### SCHEDULE OF BENEFITS

BENEFIT FREQUENCY		
<b><u>Vision Examinations</u></b>		
Medical Follow-Up Eye Examination	once every 6 months	Insured Person
Fundus Photography Examination	once every 6 months	Insured Person
Extended Ophthalmoscopy, initial and subsequent	once every 6 months	Insured Person
Gonioscopy	once every 6 months	Insured Person
Scanning Laser	once every 6 months	Insured Person

<b><u>BENEFIT</u></b>	<b><u>In-Network Provider</u></b>	<b><u>Out-of-Network Provider</u> (Reimbursement up to)</b>
<b><u>Vision Examinations</u></b>		
Medical Follow-Up Eye Examination	\$0 Copayment	\$77
Fundus Photography Examination	\$0 Copayment	\$50
Extended Ophthalmoscopy, initial and subsequent	\$0 Copayment	\$15
Gonioscopy	\$0 Copayment	\$15
Scanning Laser	\$0 Copayment	\$33

### DEFINITIONS

**Diabetes Mellitus** or **Diabetes** means a metabolic disease in which a person has high blood sugar, either because the body does not produce enough insulin or because cells do not respond to the insulin that is produced.

**Diabetic Retinopathy** means damage to the retina caused by complications of Diabetes Mellitus.

**Extended Ophthalmoscopy** means an examination of the interior of the eye, focusing on the posterior segment of the eye, including the lens, retina, and optic nerve, by direct or indirect ophthalmoscopy, and includes a retinal drawing with interpretation and report.

**Gonioscopy** means an eye examination of the front part of the eye (anterior chamber) to check the angle where the iris meets the cornea with a gonioscope or with a contact prism lens.

**Fundus Photography Examination** means photographing portion(s) of or the complete retina surface and structures, with interpretation and report.

**Medical Follow-Up Eye Examination** means an office visit for diabetic vision care after the initial Comprehensive Eye Examination.

**Scanning Laser** means a computerized ophthalmic diagnostic imaging, posterior segment, with interpretation and report.

**Type 1 Diabetes** means a condition that results from the body's failure to produce insulin. It is also referred to as insulin-dependent Diabetes Mellitus or juvenile Diabetes.

**Type 2 Diabetes** means a condition in which cells fail to use insulin properly, sometimes combined with an absolute insulin deficiency.

## BENEFITS

Benefits are payable as shown in the Schedule of Benefits for expenses incurred while this Rider is in force for each Insured Person who has Type 1 or Type 2 Diabetes and has been diagnosed with Diabetic Retinopathy.

**Extended Ophthalmoscopy.** An Insured Person is eligible for one initial Extended Ophthalmoscopy examination and one subsequent Extended Ophthalmoscopy examination for diabetic vision care in each Benefit Frequency. The Extended Ophthalmoscopy must provide information not available from the standard evaluation services and/or information that will demonstrably affect the treatment plan. The Extended Ophthalmoscopy is not covered if Fundus Photography Examination was provided within the previous six-month period.

**Gonioscopy.** An Insured Person is eligible for one Gonioscopy for diabetic vision care in each Benefit Frequency.

**Medical Follow-Up Eye Examination.** An Insured Person is eligible for one Medical Follow-Up Eye Examination for diabetic vision care in each Benefit Frequency.

**Fundus Photography Examination.** An Insured Person is eligible for one Fundus Photography Examination for diabetic vision care in each Benefit Frequency. The Fundus Photography Examination is not covered if an Extended Ophthalmoscopy was provided within the previous six-month period.

**Scanning Laser.** An Insured Person is eligible for one Scanning Laser in each Benefit Frequency.

## EXCLUSIONS

In addition to the Exclusions in the Policy/Certificate, no benefits are payable for services connected with or charges arising from:

1. any Vision Materials;
2. orthoptic or vision training, subnormal vision aids and any associated supplemental testing;
3. medical, pathological and/or surgical treatment of the eye, eyes or supporting structures;
4. any Vision Examination required by a Policyholder as a condition of employment; or
5. services, supplies, prescription medication or treatment for diabetes, except as specifically included in this Rider.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



President

Secretary



**FIDELITY SECURITY LIFE INSURANCE COMPANY®**

3130 Broadway • Kansas City, Missouri 64111-2406

Phone: (800) 648-8624 Fax: (816) 968-0657

A STOCK COMPANY (herein Called “the Company”)

**OUTLINE OF COVERAGE  
GROUP VISION INSURANCE POLICY  
THIS IS A LIMITED BENEFIT POLICY**

**Policy Form M-9184CA**

Read Your Certificate Carefully—This Outline of Coverage provides a very brief description of the important features of your coverage. This is not the insurance Policy and only the actual Policy provisions will control. The Policy itself sets forth in detail, the rights and obligations of both you and the Company. It is, therefore, important that you READ YOUR CERTIFICATE CAREFULLY!

**BENEFITS**

**VISION EXAMINATION AND VISION MATERIALS**

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

**In-Network Provider Benefits.** The Insured Person must pay any Copayment 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 on behalf of the Insured Person.

**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, unless the Out-of-Network Provider allows assignment of benefits. The Company will pay the Out-of-Network benefits up to the maximum dollar amount shown in the Schedule of Benefits.

**LIMITATIONS**

**VISION EXAMINATION AND VISION MATERIALS**

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.

**EXCLUSIONS**

**VISION EXAMINATION AND VISION MATERIALS**

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

1. medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures;
2. Refraction, when not provided as part of a Comprehensive Eye Examination;
3. services provided for and paid as a result of any Workers' Compensation law, or any other services provided by or required by any governmental agency or program whether federal, state or subdivisions thereof;
4. orthoptic or vision training, subnormal vision aids and associated supplemental testing; Aniseikonic lenses;
5. any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment;
6. safety eyewear;
7. solutions, cleaning products or frame cases;
8. non-prescription sunglasses;
9. plano (non-prescription) lenses;
10. plano (non-prescription) contact lenses;

11. two pair of glasses in lieu of bifocals;
12. electronic vision devices;
13. 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
14. lost or broken lenses, frames, glasses, or contact lenses that are replaced before 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 earlier of:

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 subject to the Grace Period;
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 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 subject to the Grace Period.

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 a physically or mentally disabling injury, illness or condition that began before the age limit was reached; and
2. mainly dependent on the Insured for support.

The Company will notify the Insured 90 days prior to the termination of a child reaching the limiting age. 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 request it more than once a year after this coverage has been continued for two years. This continued coverage will end on the earlier of:

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.

## **PREMIUMS**

**Premium Changes.** The Company has the right to change the premium rates on any premium due date as allowed in the Policy. The Company will provide written notice to the Policyholder at least 60 days before the date of the change. The premium rates also may be changed at any time the terms of the Policy are changed.



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## **CONTINUATION OF COVERAGE (Cal-COBRA) AMENDMENT RIDER** **Employers with 20 or more Full-time Employees Only** **For California Residents Only**

By attachment of this Rider, the Policy/Certificate is amended by the following:

If an Insured Person has exhausted the Insured Person's continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and such continuation for which the Insured Person was eligible was less the 36 months, the Insured Person is eligible to continue coverage under the Policy until the earlier of the following:

1. 36 months from the date the Insured Person's continuation coverage began under COBRA;
2. the end of the period for which the required premium has not been made;
3. the date the Insured Person is entitled to or becomes entitled to Medicare benefits;
4. the date the Insured Person is covered or becomes covered under another health insurance policy, other than a group conversion policy; or
5. the date the Policy is terminated.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

President

Secretary





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## AMENDMENT RIDER

By attachment of this Rider, the third paragraph of the **PREMIUMS** section in the Policy is amended to add the following:

5. if a government action, including fees, taxes and assessments, or change in law or regulation materially affects the Company's risk, premium may be adjusted and will be effective upon written notification from the Company at least 31 days before the date of change.

This Rider takes effect on the effective date of the Policy to which it is attached. This Rider terminates concurrently with the Policy to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

President

Secretary



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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## NOTICE

THIS NOTICE is to advise you that in the event a complaint should arise about this insurance, please contact our Customer Service Department at:

**Fidelity Security Life Insurance Company**  
**3130 Broadway**  
**Kansas City, MO 64111-2406**  
**800-648-8624, Extension 1100**

If we at Fidelity Security Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

**California Department of Insurance**  
**Consumer Services Division**  
**300 S. Spring Street, 14th Floor**  
**Los Angeles, CA 90013**  
**800-927-4357 (Inside California)**  
**213-897-8921 (Outside California and Area Codes 213, 310, and 818)**  
**TDD: 800-482-4TDD (4833)**  
<https://www.insurance.ca.gov/01-consumers/>



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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## NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

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## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**



# FIDELITY SECURITY LIFE INSURANCE COMPANY®

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## NOTICE OF ADMINISTRATOR'S CAPACITY

**PLEASE READ:** This notice advises insured persons of the identity and relationship among the administrator, the policyholder and the insurer:

1. Fidelity Security Life Insurance Company (FSL) has, by agreement, arranged for First American Administrators, Inc. to provide administrative services for your insurance plan. As administrator, First American Administrators, Inc., is authorized to process claim payments, and perform other services, according to the terms of its agreement with the insurance company. First American Administrators, Inc. is not the insurance company or the policyholder.
2. The policyholder is the entity to whom the insurance policy has been issued. The policyholder is identified on either the face page or schedule page of the policy or certificate.
3. Fidelity Security Life Insurance Company is liable for the funds to pay your insurance claims.

As First American Administrators, Inc. is authorized to process claims for the insurance company, they will do so promptly. In the event there are delays in claims processing, you will have no greater rights to interest or other remedies against First American Administrators, Inc. than would otherwise be afforded to you by law.



## **FIDELITY SECURITY LIFE INSURANCE COMPANY**

### **Notice of Non-Discrimination and Availability of Disability Accessibility Assistance**

Your plan complies with applicable State and Federal civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability.

For people with disabilities, we offer free aids and services, such as sign language interpreters, large print, audio and accessible electronic formats. Please contact your administrator at its customer service phone number 1-888-249-5194, or email address [www.eyemed.com](http://www.eyemed.com) for assistance.

If you believe that your plan has failed to provide you these services or discriminated against you on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability, you can file a complaint with the State Department of Health Care Services, Office of Civil Rights at:

P.O. Box 997413, MS 0009  
Sacramento, CO 95899-7413  
(916) 440-7370  
[civilrights@dhcs.ca.gov](mailto:civilrights@dhcs.ca.gov)

You are entitled to obtain the administrator representative's name, address, phone and email during your contact to provide the department so the department may contact that person about your complaint.

### **Notice of Availability of Language Assistance Services**

#### **English:**

**No Cost Language Services.** You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or 1-888-249-5194. For more help call the CA Dept. of Insurance at 1-800-927-4357.

#### **Spanish:**

**Servicios de idiomas sin costo.** Puede tener acceso a un intérprete para que le lea los documentos en su idioma. También podemos enviarle algunos documentos traducidos. Para obtener ayuda, llámenos al número en su tarjeta de asegurado o al 1-888-249-5194. Si necesita ayuda adicional, comuníquese con el Departamento de Seguros de California al 1-800-927-4357.

#### **Arabic:**

**الخدمات اللغوية المجانية.** يُمكنك الحصول على خدمات أحد المترجمين الفوريين. كما يمكنك الاستعانة بخدمات أحد المتخصصين لقراءة بعض الوثائق وإرسال بعضها إليك بلغتك. وللحصول على المساعدة، اتصل بنا على الأرقام المدرجة على بطاقة الهوية الخاصة بك أو على 1-888-249-5194. وللحصول على مزيد من المساعدة، اتصل بإدارة كاليفورنيا للتأمين الصحي على الرقم 1-800-927-4357.

#### **Armenian**

**Անվճար լեզվական ծառայություններ:** Դուք կարող եք բանավոր թարգմանիչ ստանալ: Փաստաթղթերը կարող են ընթերցել ձեզ համար և ուղարկել դրանք ձեզ ձեր լեզվով: Օգնության համար զանգահարեք ձեր ինքնության (ID) քարտի վրա նշված հեռախոսահամարով կամ 1-888-249-5194 հեռախոսահամարով: Լրացուցիչ օգնության համար զանգահարեք Կալիֆորնիայի Ապահովագրության բաժանմունք՝ 1-800-927-4357 հեռախոսահամարով:

#### **Chinese**

**免費語言服務。** 您可以獲得口譯員的協助。發給您的文件可提供閱讀服務，部分文件可提供您使用的語言版本。如需協助，請撥打 ID 卡上載明的號碼或 1-888-249-5194 與我們連絡。如需其他協助，請撥打 1-800-927-4357 與加州保險局連絡。

#### **Hindi**

□बना लागत क□ भाषा सेवाएँ। आप दुभा□षया प्राकर सकते ह□। आप दस्ताव्ताव्तावे पढ़वा सकते ह□ और कुछ दस्ताव्ताव्तावे आपको आपक□ भाषा म□ भेजे जा सकते ह□। मदद के □लए, हम□ अपने ID कार्ड पर सूचीबद्ध नंबर पर या 1-888-249-5194 पर कॉल कर□। अ□धक मदद के □लए 1-800-927-4357 पर CA बीमा □वभाग कोकॉल कर□।

## Hmong

**Muaj Cov Kev Pab Txhais Lus Pub Dawb.** Koj tuaj yeem tau txais ib tus neeg txhais lus. Koj tuaj yeem tau txais kev pab muab cov ntau ntawv nyeem rau koj mloog thiab muab qee cov xa tuaj rau koj ua koj hom lus. Yog xav tau kev pab, hu rau pab ntawm tus xov tooj nyob saum koj daim npav ID lossis 1-888-249-5194. Yog xav paub ntxiv, hu rau CA Dept. of Insurance ntawm 1-800-927-4357.

## Japanese

**無料の言語サービス。**メンバーは通訳者を通じて連絡を取ることができます。また、お望みの言語で通訳者に文書を読んでもらったり、送付するよう依頼することも可能です。ヘルプについては、ID カードに記載されている番号、または 1-888-249-5194 までお電話ください。詳細については、カリフォルニア保険局（1-800-927-4357）までお問い合わせください。

## Khmer:

សេវាភាសាអង់គ្លេស អ្នកអាចទទួលបានអ្នកបកប្រែផ្ទាល់មាត់ម្នាក់។ អ្នកអាចឱ្យគេអានឯកសារនានាឱ្យអ្នកស្តាប់ និងបញ្ជូនឱ្យអ្នកនូវឯកសារមួយចំនួនជាភាសាអង់គ្លេសបាន។ ដើម្បីទទួលបានជំនួយ សូមហៅទូរសព្ទមកយើងខ្ញុំតាមរយៈលេខដែលមានចុះនៅលើប័ណ្ណសម្គាល់ខ្លួនរបស់អ្នក ឬ 1-888-249-5194 ។ ដើម្បីអានជំនួយច្រើនទៀត សូមហៅទូរសព្ទទៅផ្នែក CA នៃក្រុមហ៊ុនធានារ៉ាប់រងតាមរយៈលេខ 1-800-927-4357។

## Korean:

**무료 통역/번역 서비스 제공** 통역 서비스를 이용하실 수 있습니다. 원하는 언어로 문서 내용을 듣고 일부 내용은 문서로 받으실 수도 있습니다. 관련하여 도움이 필요하시면 ID 카드에 안내된 번호 또는 1-888-249-5194 번으로 연락주시기 바랍니다. 더 자세한 안내가 필요하시면 CA Dept. of Insurance (1-800-927-4357) 로 문의해 주세요.

## Persian:

**خدمات زبانی رایگان** می توانید از خدمات یک مترجم لفظی بهره مند شوید. می توانید بخواید تا مدارک برای شما خوانده شود و بعضی از آنها به زبان تان به شما ارسال شود. برای دریافت کمک، از طریق شماره مندرج در کارت شناسایی تان 1-888-249-5194 یا ما تماس بگیرید. برای دریافت کمک مکمل، با اداره بیمه کالیفرنیا به شماره 1-800-927-4357 تماس بگیرید.

## Punjabi:

ਬਿਨਾਂ ਲਾਗਤ ਦੇ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ। ਤੁਹਾਨੂੰ ਇੱਕ ਦੁਬਾਸੀਆ ਮਿਲ ਸਕਦਾ ਹੈ। ਤੁਹਾਨੂੰ ਦਸਤਾਵੇਜ਼ ਪੜ੍ਹ ਕੇ ਸੁਣਾਏ ਜਾ ਸਕਦੇ ਹਨ ਅਤੇ ਕੁਝ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਡੀ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਭੇਜੇ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ, ਆਪਣੇ ID ਕਾਰਡ 'ਤੇ ਦਿੱਤੇ ਨੰਬਰ ਜਾਂ 1-888-249-5194 'ਤੇ ਸਾਨੂੰ ਕਾਲ ਕਰੋ। ਹੋਰ ਮਦਦ ਲਈ, ਕੈਲੀਫੋਰਨੀਆ ਬੀਮਾ ਵਿਭਾਗ ਨੂੰ 1-800-927-4357 'ਤੇ ਕਾਲ ਕਰੋ।

## Russian:

**Бесплатные услуги перевода.** Вам могут предоставить переводчика. Вам могут зачитать документы на вашем родном языке, а также отправить некоторые из них в переводе на нужный вам язык. Чтобы получить помощь, позвоните нам по номеру, указанному на вашей карте участника плана, или по номеру 1-888-249-5194. Кроме того, вы можете обратиться за помощью в Департамент страхования Калифорнии, позвонив по номеру 1-800-927-4357.

## Tagalog:

**Mga Serbisyo sa Wika na Walang Bayad.** Maaari kang makakuha ng interpreter. Maaari mong ipabasa ang mga dokumento sa iyo o ipadala ang mga ito sa iyo sa iyong wika. Para sa tulong, tumawag sa amin sa numerong nakalista sa iyong ID card o sa 1-888-249-5194. Para sa higit pang tulong, tumawag sa CA Dept. of Insurance sa 1-800-927-4357.

## Thai

ไม่มีค่าบริการเกี่ยวกับภาษา ท่านสามารถขอใช้บริการสามได้  
ท่านสามารถขอให้เจ้าหน้าที่อ่านเอกสารได้ท่านฟังและเอกสารบางอย่างจะส่งถึงท่านโดยใช้ภาษาของท่าน  
หากต้องการความช่วยเหลือ โปรดโทรหาเราตามหมายเลขที่ระบุอยู่บนบัตรประจำตัวของท่านหรือที่หมายเลข 1-888-249-5194  
หากต้องการความช่วยเหลือเพิ่มเติม โปรดโทรติดตามแผนก CA Dept. of Insurance ที่หมายเลข 1-800-927-4357

## Vietnamese:

**Các dịch vụ ngôn ngữ miễn phí.** Bạn có thể có một phiên dịch viên. Bạn có thể được nghe hoặc nhận tài liệu bằng ngôn ngữ của bạn. Để nhận hỗ trợ, hãy gọi cho chúng tôi qua số điện thoại trên thẻ ID hoặc qua 1-888-249-5194. Để nhận thêm hỗ trợ, hãy gọi tới Cơ quan Bảo hiểm của CA qua số 1-800-927-4357.



# FIDELITY SECURITY LIFE INSURANCE COMPANY®

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## California Notice of Right to Request Confidential Communications

Pursuant to Cal. Ins. Code § 791.29(b), you have the right to request that Fidelity Security Life Insurance Company® (FSL) through its Administrator, send all "Confidential Communications" regarding your vision insurance to you at an alternative address. For purposes of this Notice, "Confidential Communications" refer to all communications that disclose your medical information or provider name and address related to your Vision insurance and related medical services.

Examples of Confidential Communications may include all bills and attempts to collect payment, notice of adverse benefits determinations, explanation of benefits notices, requests for additional information concerning a claim, notices of contested claims, names and addresses of providers, descriptions of services provided, any information related to a visit, and any other written, oral, or electronic communication containing medical information related specifically to your vision insurance.

FSL's designated administrator will respond to your request and provide directions and a form to complete no later than 7 business days after the date of receipt of a request by email. The Confidential Communication request will be valid until you submit a revocation of the request, or a new Confidential Communication request is submitted.

To request to receive Confidential Communications at an alternative address please submit your name and address, your policy/certificate number shown on your Vision Insurance ID card, and your phone and/or email address to the following:

EyeMed Vision Care, L.L.C.

Email to: [privacyoffice@eyemed.com](mailto:privacyoffice@eyemed.com)



EXHIBIT C3

Exhibit C3 – City of Los Angeles LAwell Civilian Benefits Program Vision Plan Premium Rates

Vision Plan Premium Rates Effective 01/01/2022 to 12/31/2023

COVERAGE TIER	MONTHLY PREMIUM
Employee Only	\$9.17
Employee + Spouse	\$9.17
Employee + Children	\$9.17
Employee + Family	\$9.17

# City of Los Angeles - 1/1/2022- Fully Insured

# Exhibit D6

## Key Performance Indicator Results

Performance Category		Measurement	Performance Standard	Definition/Calculation	Goal	Fees At Risk
Claim Processing	Financial Accuracy	Book of business	EyeMed will pay the correct amount on clean and valid claims with at least 99.5% accuracy	Based on daily audit of 3% of all claims. Calculation: (Total \$ correctly paid in sample / Total \$ in sample)	>= 99.5%	.2%
Claim Processing	Processing Accuracy	Book of business	EyeMed will process clean and valid claims with at least 99% accuracy	Based on daily audit of 3% of all claims. Calculation: (Total # of accurate claims sampled / Total # of claims sampled)	>= 99%	.2%
Claim Processing	Claim Turnaround Time - Paid	Book of business	99% of Clean and Valid Claims processed and paid within 10 business days	Measurement: Claim Received Date to Claim Paid Date (This includes both In-Network and Out-of-Network claims)	>= 99%	.2%
Implementation and On-Going Administration	Open Enrollment Communications	Client specific	100% of enrollment materials will be provided within 3 business days of need-by date for all requests received at least 10 days prior to need-by date	Self Explanatory	= 100%	.3%
Implementation and On-Going Administration	Member ID Cards	Book of business	100% of Member ID cards will be mailed within 10 business days of receipt of clean membership data (excludes cards requiring translation).	Measured from the date the Membership file is received by EyeMed to the date ID Cards delivered to USPS (Membership files after 4:00pm ET will count as the next business day)	= 100%	.2%
Implementation and On-Going Administration	Eligibility Updating	Client specific	98% of electronic eligibility files will be processed within two (2) business days of receipt of clean data delivered via SFTP (Paper, email delivery, other = 5 days)	Measured from the date the eligibility file is received by EyeMed to the date eligibility files are loaded to EyeMed's system (Files after 4:00pm ET will count as the next business day)	>= 98%	.8%
Member Services	Average Speed of Answer	Book of business	Will not exceed 25 seconds	The Average Speed of Answer equals the average length of time a caller waits in queue prior to being answered. Calculation equals total calls and their avg time on hold - inclusive of all calls.	<= 25	.2%
Member Services	Call Abandonment Rate	Book of business	No more than 2.5% of calls received	The Abandonment Rate represents the % of all callers who hang up prior to being answered (calls abandoned within 8 seconds or less are excluded from calculation). Calculation equals all abandoned calls divided by the total numbers of calls received.	<= 2.5%	.2%
Member Services	Provider Locator System Availability	Book of business	Available 99% of the time during normal hours of operation	Self Explanatory	>= 99%	.2%
Provider Relations	Complaints / Appeals / Grievance Resolution	Client specific	98% of all written complaints will be acknowledged in writing within 3 business days of mail/fax receipt by the EyeMed Provider Relations Department.	Self Explanatory	>= 98%	1%

Provider Relations	Complaints / Appeals / Grievance Resolution	Client specific	98% complaint resolution in 30 days	Self Explanatory	>= 98%	1%
Surveys	Member Survey (National Results)	Book of business	95% member satisfaction	95% (top 3 box)	>= 95%	.2%
Utilization Reporting	Standard Utilization Reporting Package	Client specific	Producing standard Utilization Reporting Package within 30 days of the end of the reporting period	Self Explanatory	= 100%	.3%

Notes:	
Group Effective Date:	1/1/2017
Current Contract Period	1/1/2022 - 12/31/2023
Total Fees at Risk:	5% of Fees
Assessment Frequency	Annually
Fee Assessment:	Fees are assessed based on the annual results for each metric.
Fee Calculation:	Fees are calculated based on the Annual premiums.
Fee Payout Process:	Group shall be notified of results within 45 days of the end of the reporting period, and EyeMed will issue the request for payment of fees within 120 days of the end of the assessment period.

# City of Los Angeles - 1/1/2023- Fully Insured

# Exhibit D7

## Key Performance Indicator Results

Performance Category		Measurement	Performance Standard	Definition/Calculation	Goal	Fees At Risk
Claim Processing	Financial Accuracy	Book of business	EyeMed will pay the correct amount on clean and valid claims with at least 99.5% accuracy	Based on daily audit of 3% of all claims. Calculation: (Total \$ correctly paid in sample / Total \$ in sample)	>= 99.5%	.2%
Claim Processing	Processing Accuracy	Book of business	EyeMed will process clean and valid claims with at least 99% accuracy	Based on daily audit of 3% of all claims. Calculation: (Total # of accurate claims sampled / Total # of claims sampled)	>= 99%	.2%
Claim Processing	Claim Turnaround Time - Paid	Book of business	99% of Clean and Valid Claims processed and paid within 10 business days	Measurement: Claim Received Date to Claim Paid Date (This includes both In-Network and Out-of-Network claims)	>= 99%	.2%
Implementation and On-Going Administration	Open Enrollment Communications	Client specific	100% of enrollment materials will be provided within 3 business days of need-by date for all requests received at least 10 days prior to need-by date	Self Explanatory	= 100%	.3%
Implementation and On-Going Administration	Member ID Cards	Book of business	100% of Member ID cards will be mailed within 10 business days of receipt of clean membership data (excludes cards requiring translation).	Measured from the date the Membership file is received by EyeMed to the date ID Cards delivered to USPS (Membership files after 4:00pm ET will count as the next business day)	= 100%	.2%
Implementation and On-Going Administration	Eligibility Updating	Client specific	98% of electronic eligibility files will be processed within two (2) business days of receipt of clean data delivered via SFTP (Paper, email delivery, other = 5 days)	Measured from the date the eligibility file is received by EyeMed to the date eligibility files are loaded to EyeMed's system (Files after 4:00pm ET will count as the next business day)	>= 98%	.8%
Member Services	Average Speed of Answer	Book of business	Will not exceed 25 seconds	The Average Speed of Answer equals the average length of time a caller waits in queue prior to being answered. Calculation equals total calls and their avg time on hold - inclusive of all calls.	<= 25	.2%
Member Services	Call Abandonment Rate	Book of business	No more than 2.5% of calls received	The Abandonment Rate represents the % of all callers who hang up prior to being answered (calls abandoned within 8 seconds or less are excluded from calculation). Calculation equals all abandoned calls divided by the total numbers of calls received.	<= 2.5%	.2%
Member Services	Provider Locator System Availability	Book of business	Available 99% of the time during normal hours of operation	Self Explanatory	>= 99%	.2%
Provider Relations	Complaints / Appeals / Grievance Resolution	Client specific	98% of all written complaints will be acknowledged in writing within 3 business days of mail/fax receipt by the EyeMed Provider Relations Department.	Self Explanatory	>= 98%	1%

Provider Relations	Complaints / Appeals / Grievance Resolution	Client specific	98% complaint resolution in 30 days	Self Explanatory	>= 98%	1%
Surveys	Member Survey (National Results)	Book of business	95% member satisfaction	95% (top 3 box)	>= 95%	.2%
Utilization Reporting	Standard Utilization Reporting Package	Client specific	Producing standard Utilization Reporting Package within 30 days of the end of the reporting period	Self Explanatory	= 100%	.3%

Notes:	
Group Effective Date:	1/1/2017
Current Contract Period	1/1/2022 - 12/31/2023
Total Fees at Risk:	5% of Fees
Assessment Frequency	Annually
Fee Assessment:	Fees are assessed based on the annual results for each metric.
Fee Calculation:	Fees are calculated based on the Annual premiums.
Fee Payout Process:	Group shall be notified of results within 45 days of the end of the reporting period, and EyeMed will issue the request for payment of fees within 120 days of the end of the assessment period.