



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
William B. Harris, Jr. C.P.M, Director

www.browardschools.com

SCHOOL BOARD

Chair LAURIE RICH LEVINSON
Vice Chair PATRICIA GOOD

Board Members ROBIN BARTLEMAN
ABBY M. FREEDMAN
DONNA P. KORN
KATHERINE M. LEACH
ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

April 18, 2013

RFP No. 14-015P

STUDENT AND ATHLETIC ACCIDENT INSURANCE AND CATASTROPHIC ACCIDENT COVERAGES

CALLED FOR 2:00 P.M. ET, APRIL 30, 2013

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Questions and responses are provided on the following page.
2. **DELETE** Page 13 of 25 Pages
INSERT Page 13 of 25 Pages – **REVISED** -

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 14-015P, respondent certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

➤ **QUESTION #1:**

Please provide the total eligible population for:

- a. Elementary Schools
- b. Middle Schools
- c. High Schools

ANSWER TO QUESTION #1:

Based on the 2012-2013 District Profile, provided on The School Board of Broward County's (SBBC) website, the breakout of SBBC's Student Enrollment and Number of Schools is as follows:

<u>2012/13 Enrollment</u>		<u>Number of Schools 2012/13</u>	
<i>(based on the 20th day count)</i>		Elementary	141
Pre-K	4,282	K-8	1
K – 5	97,275	Middle	42
6 – 8	50,472	High	33
9 – 12	69,350	Centers	<u>15</u>
Centers	6,138	Total	232
Charter Schools	<u>33,279</u>	<i>Charter Schools</i>	<i>83</i>
Total	260,796	Grand Total	315 <i>Includes elementary, middle and high virtual schools.</i>

➤ **QUESTION #2:**

What is the Football population that is eligible for coverage for Middle Schools and High Schools?

ANSWER TO QUESTION #2:

The total population of high school football players is estimated at 2,429. There are no eligible football players at the Middle School level.

➤ **QUESTION #3:**

What is the required amount of brochures for, Elementary Schools, Middle Schools, and High Schools?

ANSWER TO QUESTION #3:

Section 4.6.1.7, of RFP 14-015P identifies the current estimate of brochures and envelopes that will be required for the Student and Athletic Accident and Tackle Football insurance programs.

➤ **QUESTION #4:**

What is the required amount of "mail back" envelopes for teacher collection for, Elementary Schools, Middle Schools, and High Schools?

ANSWER TO QUESTION #4:

Section 4.6.1.7, of RFP 14-015P identifies the current estimate of brochures and envelopes that will be required for the Student and Athletic Accident and Tackle Football insurance programs.

➤ **QUESTION #5:**

Are administration fees allowed to be added to premiums to cover costs of credit card fees for online enrollment and check processing for paper enrollment?

ANSWER TO QUESTION #5:

Yes. However, Proposers are to completely disclose all fees. Proposers are required to provide, in their Proposal, a detailed description of all of their fees including any administration fees, fees for online enrollment, check processing fees for paper enrollment, and any applicable bounced check fees for re-enrollments.

➤ **QUESTION #6:**

What was the percentage of "paper enrollments" vs. "online enrollments" for 2010-2011, 2011-2012, 2012-2013?

ANSWER TO QUESTION #6:

The incumbent insurer does not track paper enrollments vs. online enrollments. However, it is estimated that paper enrollments account for at least 50% of total enrollments

➤ **QUESTION #7:**

Are envelopes required for paper enrollments? If yes, do envelopes require prepaid postage?

ANSWER TO QUESTION #7:

Section 4.6.1.8, of RFP 14-015P identifies the minimum number of postage-paid collection envelopes that should be provided.

➤ **QUESTION #8:**

Is coverage voluntary or mandatory for Day Care services for the children of teachers & adult students? Also, where & when is the coverage in force?

ANSWER TO QUESTION #8:

Day care service is not included in the District's Head Start/Early Head Start Program. SBBC does not provide day care service.

➤ **QUESTION #9:**

It appears that the only mandatory coverage is for Head Start/Early Head Start. Is this correct?

ANSWER TO QUESTION #9:

Yes. SBBC requires all students participating in Head Start and Early Head Start programs to purchase, at a minimum, Student Accident coverage.

➤ **QUESTION #10:**

Concerning coverage for Adult Vocational Studies, are claims separated? If so please provide.

ANSWER TO QUESTION #10:

Claims from adult vocational education schools are not separated.

➤ **QUESTION #11:**

Please verify that claims experience for ALL policy years attached in J1 is as of 2-26-13.

ANSWER TO QUESTION #11:

Verification was provided by the incumbent agent, that the claims experience report included as Attachment J1 to the RFP includes claims experience for all policy years valued as of 2/26/2013.

➤ **QUESTION #12:**

In reference to Section 4.2.1 Proposer must agree to the language in section 7.1 Indemnification –

Mutual of Omaha does not agree to this language. The language we are able to use from the direction of our legal area is as follows, "Mutual of Omaha fully defends claims related litigation on any claim where Mutual of Omaha is a named party. However, Mutual of Omaha does not generally defend, indemnify and hold harmless the policyholder if it is names as a party to claim or litigation. Mutual of Omaha believes that it is unlikely that Broward County will have any liability resulting from our actions in providing a fully insured blanket accident insurance. Therefore, in any event a claim or lawsuit is brought against Mutual of Omaha and Broward County, each party will be responsible for its own defense (including the costs, thereof)."

ANSWER TO QUESTION #12:

Section 4.2 **Minimum Eligibility** states: In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below.

4.2.1 Proposer must agree to the language in Section 7.1, Indemnification

And Section 5.1 states: The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria.

➤ **QUESTION #13:**

In reference to Section 4.3.5 Provide a statement of any litigation or regulatory action....

Our standard answer for this question is as follow: "As a large insurance company that has been operating for many years, from time to time our company has been involved in legal actions relative to claims payment or procedures. However, it is not feasible to provide details and outcomes on all such legal actions. In addition, our ability to provide information about lawsuits is subject to confidentiality restrictions and limitations."

ANSWER TO QUESTION #13:

The provisions in RFP 14-015P are not being changed or amended. Any and all deviations to the RFP and the Sample Agreement need to be disclosed by Proposers in their submissions.

➤ **QUESTION #14:**

Also, regarding the HIPAA agreement, we don't typically sign these because our products are not subject to HIPAA, but we can explore this. Regarding the Sample Agreement, all agreements would need to be reviewed by our Legal area prior to signature and we would need to have the flexibility of modification to reach a mutual agreement in the case the contract was awarded.

ANSWER TO QUESTION #14:

The provisions in RFP 14-015P are not being changed or amended. Any and all deviations to the RFP and the Sample Agreement need to be disclosed by Proposers in their submission

5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	
D.1 Participation	6
D.2 Diversity	2
D.3 Community Outreach	2
TOTAL	100

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any Proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.
- 5.4 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price (other than Section 4.2 and Section 7.1) with a Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

SUPPLY MANAGEMENT & LOGISTICS
WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair LAURIE RICH LEVINSON
Vice Chair PATRICIA GOOD

Board Members ROBIN BARTLEMAN
ABBY M. FREEDMAN
DONNA P. KORN
KATHERINE M. LEACH
ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

March 28, 2013

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 14-015P Student and Athletic Accident Insurance and
Catastrophic Accident Coverages**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for Student and Athletic Accident Insurance and Catastrophic Accident Coverages. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail carol.barker@browardschools.com. No other SBBC staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of this RFP document paying particular attention to the following areas:

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management & Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment H, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail carol.barker@browardschools.com. Your response to the Statement of "No Response" is very important to the Supply Management & Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at 754-321-0506 or e-mail address stated above.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

REQUEST FOR PROPOSALS (RFP)

RFP 14-015P

Student and Athletic Accident Insurance and Catastrophic Accident Coverages



RFP Release Date: March 28, 2013

Written Questions Due: On or Before April 5, 2013
in Supply Management & Logistics Department

Proposals Due:* On or Before 2:00 p.m. ET
April 30, 2013 in Supply Management &
Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management & Logistics Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

TABLE OF CONTENTS

	<u>Page</u>
1.0 Required Response Form.....	1
2.0 Introduction and General Information.....	2
3.0 Calendar	5
4.0 Information to be Included in the Submitted Proposals.....	6
5.0 Evaluation of Proposals	13
6.0 Special Conditions	15
7.0 General Conditions	17
Attachment A – Model Program for Student and Athletic Accident Insurance and Catastrophic Athletics Insurance	
Attachment B – Required Questionnaire Forms	
Attachment C	
C1 - M/WBE Utilization Report	
C2 - Employment Diversity Statistics	
C3 - Attachment C - M/WBE Participation	
C4 – SBBC Diversity Policy 1.5 and Supplier Diversity & Outreach Policy 7007	
Attachment D - Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	
Attachment E - W-9 Form	
Attachment F – Drug-Free Workplace	
Attachment G – Sample Agreement	
Attachment H – Sample HIPAA Business Associate Agreement	
Attachment I – Student & Athletics Accident	
Attachment J – Catastrophic Athletics	
J1 – Historical Premiums & Losses as reported by School Insurance of Florida	
J2 – Form of Coverage Exhibits	
Attachment K	
K1 – Historic Losses provided by Arthur J. Gallagher	
K2 – Current Policies and Endorsements - Insurer: National Union Fire Insurance Company of Pittsburg, PA. / Agent: Arthur J. Gallagher	
Attachment L – Statement of “No Response”	

REQUEST FOR PROPOSALS (RFP) 14-015P
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: March 28, 2013

TITLE: Student and Athletic Accident Insurance and Catastrophic Accident Coverages

This Proposal must be submitted to the Supply Management & Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET April 30, 2013 and plainly marked RFP 14-015P, Student and Athletic Accident Insurance and Catastrophic Accident Coverages. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents. One additional electronic version in Microsoft Word 6.0 or higher on CD/diskette and 10 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 14-015P), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET E-MAIL ADDRESS: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 25 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Student and Athletic Accident Insurance and Catastrophic Accident Coverages as described herein.

SBBC currently makes Student and Athletic Accident insurance available for all students as well as those participating in all sports including high school football. SBBC also currently purchases Catastrophic Athletics coverage pursuant to FHSAA requirements. The Student and Athletic Accident insurance for SBBC is currently provided by Reliance Standard Life Insurance Company. The Catastrophic Athletics insurance is provided by National Union Fire Insurance Company of Pittsburgh, PA.

All enrolled full-time students, including those participating in all sports including high school football, are not required to purchase Student and Athletic Accident insurance. Enrollment is made available on an optional, voluntary basis.

SBBC also requires all students participating in Head Start and Early Head Start programs to purchase, at minimum, Student Accident coverage. The premium for this coverage is paid for by SBBC.

Premium payments for the Student and Athletics Accident program are made by students and their families directly to the program administrators, not to SBBC. SBBC pays the premium for the Student Accident Coverage for all students participating in Head Start and Early Head Start programs. SBBC pays for the Catastrophic Athletics insurance.

This RFP solicits proposals for Student and Athletic Accident insurance coverage and Catastrophic Athletic Accident insurance coverage. It is emphasized that each of the coverages are severable and may be proposed separately. Further, unless indicated to the contrary, on the applicable Required Response Form, it will be presumed that none of the coverages or services, as proposed, is subject to SBBC's accepting any Proposal for any other coverage from the same agent, broker, or insurer.

ESTIMATED ENROLLMENT

Proposers must base their Student and Athletics Accident Proposals on the following estimated enrollment. Variation in actual enrollment must not affect the rates proposed; i.e., the Proposal must be valid despite enrollment mix. Actual premium collected for the past five years is shown in the Exhibits, Attachment J and K to this RFP.

<u>Voluntary Accident</u>	<u>Estimated Enrollment</u> <u>(Plan A & Plan B)*</u>
24 HR <i>Plan A – Basic Benefit</i>	1,203
24 HR <i>Plan B – Enhanced Benefit</i>	301
24 HR Total	1,504
At School <i>Plan A – Basic Benefit</i>	1,332
At School <i>Plan B – Enhanced Benefit</i>	333
At School Total	1,665
 <u>Voluntary Athletics</u>	
High School Football Full Season <i>Plan A – Basic Benefit</i>	220
High School Football Pre-Season Only	Unknown
High School Football Regular Season Only	Unknown
High School Football Spring Practice Only	Unknown
Varsity Football Total	220
 <u>Mandatory Accident</u>	
Head Start and Early Head Start <i>Plan A – Basic Benefit</i>	2,120

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

*The breakout of the estimated enrollment based on the current program's Plan A "Basic Benefits" and Plan B "Enhanced Benefits" enrollment options was not available. For the purposes of rate/premium calculations and comparisons of Proposals, for 24-Hour and At-School coverage, we are assuming 80% of students in each category are enrolled in the Plan A option and 20% of the students are enrolled in the Plan B option. For Varsity Football and Head Start and Early Head Start coverage we are assuming 100% of enrollees purchased Plan A.

Rates are to be guaranteed a minimum of the first two coverage years. If Awardee(s) request alteration of the premium rates after the rate guarantee period, SBBC reserves the option to negotiate a new premium rate or to reject the request and remarket the coverage, whichever SBBC considers to be in its best interest. Such request by Awardee(s) must be submitted, in writing, and delivered to SBBC's designated Risk Management office no later than 120 days before the anniversary date of the policy.

SBBC does not guarantee any minimum or total policies which will be sold or any total amount of premiums collected for the Student Accident Insurance or Athletic Accident Insurance. SBBC shall not be obligated to pay any of the premium or cost associated with the sale of the Student Accident or Football Accident Insurance or collection of premiums.

SBBC has historically subsidized the Head Start and Early Head Start premiums. While it is the present intent of SBBC to continue this subsidy, SBBC makes no guarantee to do so, and Proposals shall not be contingent upon the continuation of this subsidy. Further, SBBC shall not be obligated to pay any other costs associated with the sale of the Student and Athletic Accident Insurance or the collection of premiums.

No Proposals which are contingent on the sale of allied lines will be accepted. If Awardee(s) wishes to advertise any allied lines in the material distributed, complete details of such offering must be submitted, including copies of the advertising material, to the Risk Management Office for consideration prior to the offering date. The Proposer agrees that, unless SBBC specifically approves such additional allied lines offering, the material prepared for distribution to the schools shall cover only the program(s) awarded on the basis of this RFP, and that any mailing list which might be developed from the sale of this policy shall not be used, or cause to be used, for any other commercial purpose.

SBBC reserves the right to negotiate with the Awardee(s) terms, costs and conditions for allied lines of coverage for marketing directly to students and their families if deemed, by SBBC, to be in the best interest of students and their families.

Silver Insurance Consultants will be providing consultant services to SBBC in relation to this RFP.

2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Carol Barker, Manager, Purchasing Operations, Supply Management & Logistics Department, 754-321-0506** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail carol.barker@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Supply Management & Logistics Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management & Logistics Department, in writing, **on or before April 5, 2013** Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract **beginning July 1, 2013, or date of award, whichever is later and continuing through June 30, 2016.** The policy periods applicable to the initial three-year contract period are listed below. Proposals with rate guarantees for the first two policy terms will be preferred.

August 1, 2013 (or the first day of sports practice in 2013, whichever is earlier) to August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier).

August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier) to August 1, 2015 (or the first day of sports practice in 2015, whichever is earlier).

August 1, 2015 (or the first day of sports practice in 2016, whichever is earlier) to August 1, 2016 (or the first day of sports practice in 2016, whichever is earlier).

For students participating in Head Start & Early Head Start, the insurance will become effective upon receipt of enrollment/payment by the Accident Insurance administrator/insurer and no earlier than the first day of the calendar school year. Coverage will expire on the day prior to the start of the following calendar school year.

The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period may be extended at a rate change not to exceed the CPI for the previous year. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All prices shall be firm for the term of the contract. The Proposer agrees to this condition by signing its Proposal.

- 2.4 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.5 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.

3.0 CALENDAR

- March 28, 2013 Release of RFP 14-015P
- April 5, 2013 Written questions due in the Supply Management & Logistics Department
- April 30, 2013 Proposals due on or before 2:00 p.m. ET
in Supply Management & Logistics Department.
Proposal opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704*
- May 7, 2013 Evaluation Committee reviews Proposals and makes
Recommendation for award.
Meeting to be held at 10:00 a.m.:
TSSC Building
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704*
- May 9, 2013 Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
 - 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
 - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
 - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
 - 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal may be rejected. The enclosed original Required Response Form will be the only acceptable form.
 - 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
SBBC
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Benefits & EEO Compliance
SBBC
7770 West Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351-6704

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below.
- 4.2.1 Proposer must agree to the language in Section 7.1, Indemnification.
 - 4.2.2 Proposer must be licensed in the State of Florida. Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
 - 4.2.3 Proposals will be considered only if, as of the Proposal Return Date specified in this RFP, the insurer is authorized by a subsisting certificate of authority issued to the insurer by the Department of Insurance of the State of Florida and the insurer has a AM Best Rating of A- or higher, and a Financial Size Category of VI or larger.
 - 4.2.4 Proposer (s) must agree that within thirty (30) days of notification of award, Proposer will maintain a claims and policyholder's service office for the verification of eligibility, the answering of coverage questions, and the processing and handling of claims. The office must be open during normal business hours (8:00 a.m. - 5:00 p.m., EST). The claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661.
- 4.3 **Experience and Qualifications of the Proposer: (30 Points)**
- 4.3.1 State under what other or former name(s) the Proposer is currently operating under or has operated under.
 - 4.3.2 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.
 - 4.3.3 Provide the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
 - 4.3.4 State Proposer's experience in providing a system whereby appropriate staff at school sites can electronically access enrollment data without jeopardizing student privacy concerns and/or parents/families can access coverage and enrollment via the internet. Proposer(s) are requested to detail any similar experience with other clients.
 - 4.3.4 Complete, and return with your Proposal, Attachment D of the RFP.
 - 4.3.5 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.
- 4.4 **Addenda:** Proposer has determined that it has received all Addenda released prior to its Proposal submittal. It is the Proposer's responsibility to make sure it has received all Addenda.
- 4.5 **Questionnaire:** Proposer shall complete the questionnaire contained in Attachment B of this RFP. The Questionnaire is being provided as a Word document. All appropriate blanks on the Questionnaire should be completed. Supplemental information may be attached to the Questionnaire. Failure to properly complete the Questionnaire may result in disallowance of consideration of your Proposal.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6 **Scope of Services Provided: (Maximum 30 allowable points):**

Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below and provide a description of any deviations in the following table

4.6.1

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.6.1.1	Provide toll-free telephone and facsimile service serving all of Broward County.			
4.6.1.2	Provide a claims and policyholder's service office for the verification of eligibility, answer coverage questions and processing/handling claims between 8:00 a.m. and 5:00 p.m. EST. The claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661.			
4.6.1.3	Provide full-service to both English and Spanish-speaking individuals.			
4.6.1.4	SBBC will be given access to audit claim files on an as-needed basis.			
4.6.1.5	Rates are requested to be guaranteed a minimum of the first two coverage years. If the Awardee(s) requests alteration of the premium rates after the rate guarantee period, SBBC reserves the option to negotiate a new premium rate or to reject the request and remarket the coverage, whichever SBBC considers to be in its best interest. Such request by the Awardee(s) must be submitted in writing and delivered to SBBC's designated Risk Management office no later than one hundred twenty (120) days before the anniversary date of the policy.			
4.6.1.6	Awardee(s) shall submit, for written approval to the SBBC's Risk Management office, within 21 days following date of award, a sample copy of "proofs" of material intended for distribution through or to the schools. Awardee(s) shall also submit an actual copy of any material intended for distribution to students or parents through the schools to SBBC's Risk Management office at least two weeks prior to delivery to the schools.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6.1.7	<p>Awardee(s) shall provide mailed validation cards to verify receipt of payment and a premium envelope which, after being sealed, will have space for the name of the student, address, parent's or guardian's signature, name of school, amount of premium, and applicable data. The brochure that is part of or accompanies the envelope will show the coverage provided, the name of the insurer, and where (including the toll-free telephone number) and how to file a claim. A complete description of the benefits will accompany or be part of the brochure. Either separate English and Spanish brochures must be provided, or the English brochures must have Spanish translations on the brochure for all pertinent information. Envelopes/brochures or flyers must be made available to all students at the beginning of the school year, and the documents must be available for downloading/printing at all school sites or for parents (via the internet) at home throughout the school year. The current estimate is that the student accident program will require at least 300,000 flyers and 40,000 envelopes/brochures for the beginning of each school year, with additional envelopes/brochures required throughout the year. The tackle football program will require approximately 3,000 tackle football brochures. The cost of printing flyers and envelopes/brochures and distribution to all school sites for the beginning of the school year must be included in the proposed premiums.</p>			
4.6.1.8	<p>Awardee(s) shall furnish collection envelopes for each homeroom teacher for the collection of the individual student envelopes. These collection envelopes shall be of the variety that can be sealed. Neither SBBC nor its employees will handle or account for the actual money sent in as premium, nor assume responsibility for any mishandling. Awardee(s) shall provide each school with, at minimum, two large postage-paid envelopes to remit the applications to the Awardee(s).</p>			

4.6.2 Describe any additional services that Proposer is able to provide with relation to the scope of this RFP.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.7 Cost of Services Provided: RATE/PREMIUM CALCULATION – (Maximum 30 allowable points):

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite change in enrollment mix. In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern. Please refer to the Estimated Enrollment description in Section 2.1 of this RFP for a detailed explanation on the enrollment assumptions.

Rate x Estimated Enrollment = Estimated Annual Premium

	<u>Rate</u>	<u>Estimated Enrollment (Plan A & Plan B)*</u>	<u>Estimated Annual Premium</u>
<u>Voluntary Accident</u>			
24 HR <i>Plan A – Basic Benefits</i>		1,203	
24 HR <i>Plan B – Enhanced Benefits</i>		301	
<hr/>			
At School <i>Plan A – Basic Benefits</i>		1,332	
At School <i>Plan B – Enhanced Benefits</i>		333	
<hr/>			
<u>Voluntary Athletics</u>			
High School Football Full Season <i>Plan A – Basic Benefits</i>		220	
High School Football Full Season <i>Plan B – Enhanced Benefits</i>		-	
High School Football Pre-Season Only		-	
High School Football Regular Season Only		-	
High School Football Spring Practice Only		-	
<hr/>			
<u>Mandatory Accident</u>			
Head Start and Early Head Start <i>Plan A – Basic Benefits</i>		2,120	
Head Start and Early Head Start <i>Plan B – Enhanced Benefits</i>		-	
<hr/>			
Total Estimated Premium			
Estimated Commissions			
Administration Fees (If Applicable)			

Proposers are to disclose and provide a description, in their Proposal, of all administration fees, including fees for online enrollment.

Indicate if there is a bounced check fee (if re-enrolls). _____Yes _____No

Rates are requested to be guaranteed a minimum of the first two coverage years. Indicate, in Proposal, how long rates are guaranteed.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.8 M/WBE Participation: (Maximum 10 Allowable Points):

4.8.1	<u>Participation</u>	YES	NO	REQUIRED ATTACHMENT
	4.8.1.1 Is your firm a certified M/WBE by the SBBC; or by the State of Florida Department of Management Service, Office of Supplier Diversity; or any other governmental entity or organization within the State of Florida?			If yes, please provide a copy of the certification certificate
If you answered no to the above, please complete questions below.				
	4.8.1.2 Have you identified the M/WBE firm or firms who will be working with you on this engagement, the extent and nature of the M/WBE work and the percentage or total cost the M/WBE firm will receive?			If yes, please complete Attachment C3
	4.8.1.3 If you answered no to the above (Question 4.7.1.2), please answer the following: Has your firm identified a scope of services and level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform?			If yes, please complete Attachment C3
	4.8.1.4 If you answered no to the above (Questions 4.8.1.2 and 4.8.1.3), please answer the following: Has your firm identified a level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform?			If yes, please complete Attachment C3
4.8.1.5	Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this Proposal will receive (see Attachment C3).			
4.8.1.6	The Awardee will be required to submit a monthly M/WBE utilization report (see Attachment C1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <u>State your willingness to comply with this requirement.</u>			
4.8.1.7	Awardee must provide the Supplier Diversity & Outreach Program office a 30-day written notice for substitution of an M/WBE vendor. <u>State your willingness to comply with this requirement.</u>			
4.8.1.8	Note: Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) is not an SBBC-certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.8	<u>M/WBE Information (Continued):</u>
4.8.2	<p><u>Diversity</u> SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Supplier Diversity & Outreach Policy 7007, Attachment C4). As part of your Proposal, describe the following: The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by race/ethnicity, gender and job classification (see Attachment C2). Note: Personnel should be W-2 employees of the Proposer; not employees of M/WBE firms utilized by Proposer.</p> <p>Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal a description of your service provider's diversity as it relates to race/ethnicity, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.).</p>
4.8.3	<p><u>Community Outreach</u> Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority-sponsored events, purchases made from minority and women-owned companies, scholarship funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects. Note: Evidence should represent outreach by the Proposer directly, not outreach by M/WBE firms utilized by Proposer.</p>

5.0 EVALUATION OF PROPOSALS

5.1 The Superintendent's Insurance Advisory Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	
D.1 Participation	6
D.2 Diversity	2
D.3 Community Outreach	<u>2</u>
TOTAL	100

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any Proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.

5.3 If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

5.4 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price (other than Section 4.2 and Section 7.1) with a Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.0 EVALUATION OF PROPOSALS (Continued)

5.4 **Award:** SBBC intends to make award(s) to the Proposer(s) that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. Any agreement resulting from these negotiations must be approved by the SBBC Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The agreement approved by the SBBC Attorney will be submitted to SBBC for final approval.

Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 30, 2013** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
SBBC
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverages

- 6.2 One complete, original hard copy and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents with an original manual signature (blue ink preferred). Proposer should also submit one additional **electronic version** in Word 6.0 or higher on CD/diskette along with 30 additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) and the electronic version should be clearly identified as the original Proposals. In the case of any discrepancy between the original hard-copy Proposal and the copies, the original hard-copy Proposal will be the governing document. In the case of any conflict between the original hard-copy Proposal and the original electronic version, the original hard-copy Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers' firm name clearly marked on the exterior of package. All additional copies should be **identical** to the original Proposal submitted, including all supplemental information/marketing materials.
- 6.3 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.4 **INSURANCE REQUIREMENTS:**

MINIMUM INSURANCE REQUIREMENTS

- 6.4.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.4.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.4.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.4.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

6.0 SPECIAL CONDITIONS (Continued)

6.4 INSURANCE REQUIREMENTS (Continued):

- 6.4.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.4.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.4.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(*Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)
- 6.4.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

6.5 CONFIDENTIAL RECORDS

Awardee(s) acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C.1232g), and/or the Health Insurance Portability and Accountability Act HIPPA (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPPA and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other that each can perform its respective responsibilities.

Awardee(s) agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPPA (collectively, the "Confidential Records"). Awardee(s) represents, warrants and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this RFP, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this RFP. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee(s) uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate the RFP with the Awardee.

7.0 GENERAL CONDITIONS

- 7.1 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28 Florida Statutes.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any bid protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.0 GENERAL CONDITIONS (Continued)

- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 7.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of SBBC.
- 7.13 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.15 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.16 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance of Equal Educational Opportunities at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.18 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.0 GENERAL CONDITIONS (Continued)

- 7.19 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity & Outreach Programs at 754-321-0550 or www.broward.k12.fl.us/supply/mwbe.htm.

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work as the percentage of the total contract value, must be provided.

- 7.20 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

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

7.0 GENERAL CONDITIONS (Continued)

- 7.21 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.22 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on May 9, 2013 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding

7.0 GENERAL CONDITIONS (Continued)

attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.23 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management & Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.24 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.25 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 7.26 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC

7.0 GENERAL CONDITIONS (Continued)

property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for the badge and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: SBBC, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

- 7.27 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Department of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.28 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to SBBC Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.28.1 A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.28.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.28.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official SBBC Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 7.28.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.28.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.28.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.29 **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007,

7.0 GENERAL CONDITIONS (Continued)

Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**

- 7.30 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this Proposal.
- 7.31 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.32 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.32.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 7.32.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.32.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.32.3.1 The Proposal is time-stamped at the Supply Management & Logistics Department after the deadline specified in the RFP.
- 7.32.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see 1.0 Required Response Form).
- 7.32.3.3 Failure to respond to all subsections within the RFP.
- 7.32.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.32.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.32.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.33 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.34 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not nullify any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.35 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.

7.0 GENERAL CONDITIONS (Continued)

- 7.36 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT** on or before 2:00 p.m. ET on the date due.
- 7.37 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.38 No submissions made after the Proposal opening, amending or supplementing the Proposal shall be considered.
- 7.39 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.40 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:
- 7.40.1 Awardee(s) must provide SBBC valid written notice, stating the amount of change proposed, at least 180 calendar days prior to the effective date of the increase during the first year of the Agreement, and at least 270 calendar days prior to the effective date of the increase subsequent to the first year of the Agreement. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of the Agreement shall not constitute a valid notice. A written notice of any change in rates or other change in consideration shall be delivered by certified mail to: Executive Director, Benefits & EEO Compliance, SBBC, 7770 W. Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.
- 7.40.2 Any increase of rates or other provisions shall be preceded by delivery to SBBC of notice of any increase in rates or other provisions. Any such increase in rates or other provisions shall be effective only on January 1st following the current plan or applicable rate period year.
- 7.40.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.
- 7.42 **TERMINATION:** This RFP may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RFP. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- 7.43 **PRICE REDUCTIONS:** If, from date of RFP opening, the Awardee either proposes the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management & Logistics Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any RFP as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.0 GENERAL CONDITIONS (Continued)

- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

ATTACHMENT A

DESCRIPTION OF MODEL PROGRAM FOR STUDENT AND ATHLETIC ACCIDENT AND CATASTROPHIC ATHLETICS INSURANCE

Model Program For Student And Athletic Accident Insurance

FORM OF COVERAGE

The current Student and Athletic Accident Insurance Program offers two benefit plan options, Plan A "Basic Benefits" and Plan B "Enhanced Benefits". Proposals are not required to offer two benefit plan options. However, the proposed policy benefits must not be less generous than the policy benefits offered by the Plan A "Basic Benefits" option in the current program. Also, all proposed coverage shall be provided on a form that meets or exceeds all of the provisions of the current coverage. The current policy is included as an attachment to this RFP.

ATTACHMENT OF POLICY

The proposed coverage form, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

POLICY PERIOD

The contract term of the RFP begins **July 1, 2013, or date of award, whichever is later and continuing through June 30, 2016**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance Advisory Committee's approval, be extended for two additional one-year periods. The policy periods applicable to the initial three year contract period are listed below. Proposals with rate guarantees for the first two policy terms will be preferred.

August 1, 2013 (or the first day of sports practice in 2013, whichever is earlier) to August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier).

August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier) to August 1, 2015 (or the first day of sports practice in 2015, whichever is earlier).

August 1, 2015 (or the first day of sports practice in 2016, whichever is earlier) to August 1, 2016(or the first day of sports practice in 2016, whichever is earlier).

For students participating in Head Start & Early Head Start, the insurance will become effective upon receipt of enrollment/payment by the Accident Insurance administrator/insurer and no earlier than the first day of the calendar school year. Coverage will expire on the day prior to the start of the following calendar school year.

HEAD START AND EARLY HEAD START PROGRAMS

The School Board operates Head Start and Early Head Start Programs. These programs currently serve approximately 2,120 children. Pursuant to School Board rule, in order to register for one of the programs, a student must purchase Student Accident Insurance.

The School Board also provides Adult Vocational Studies. Some programs may require accident insurance. Eligibility for these vocational programs must be included. The School Board also provides day care services for some school sites for children of teachers and adult students. Eligibility for these programs must be included. For the purposes of the Student Accident Insurance, an accidental injury which occurs while the student is attending a School Board sponsored before/after school care program will be deemed to have occurred at school.

LIMITED SCHOOL SALES PERIOD

The Awardee shall have prepared all material needed for the sale of the policy and the collection of premiums and shall have such material packaged and delivered at the schools at least five days prior to the time designated for the sale of the policy. The schools shall aid in the collection of premiums for four consecutive days only, which days shall be determined

ATTACHMENT A

by the designated risk management office. Thereafter, no further sale of insurance or collection of premium envelopes will be made in the schools, with the exception of required insurance participants for sports teams. Students wishing to purchase such insurance after this period may do so by contacting the local office of the proposer or by using internet based access to applications.

COLLECTION OF TRANSMITTAL ENVELOPES

The Awardee shall furnish collection envelopes for each homeroom teacher for the collection of the individual student envelopes. These collection envelopes shall be of the variety that can be sealed. Neither the School Board nor its employees will handle or account for the actual money sent in as premium, nor assume responsibility for any mishandling. The Awardee shall provide each school with, at minimum, two large postage paid envelopes to remit the applications to the Awardee.

HISTORICAL STUDENT ACCIDENT PREMIUMS & LOSSES

See Attachment J for premium and loss data.

Model Program For Catastrophic Athletics Insurance

FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds the currently provided coverage. The current policy is included as an attachment to this RFP.

ATTACHMENT OF POLICY

The proposed coverage form, including all endorsements or riders, that will be used must be provided as an attachment to the Proposal.

POLICY PERIOD

The contract term of the RFP begins **July 1, 2013, or date of award, whichever is later and continuing through June 30, 2016**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance Advisory Committee's approval, be extended for two additional one-year periods. The policy periods applicable to the initial three-year contract period are listed below. Proposals with rate guarantees for the first two policy terms will be preferred.

August 1, 2013 (or the first day of sports practice in 2013, whichever is earlier) to August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier).

August 1, 2014 (or the first day of sports practice in 2014, whichever is earlier) to August 1, 2015 (or the first day of sports practice in 2015, whichever is earlier).

August 1, 2015 (or the first day of sports practice in 2016, whichever is earlier) to August 1, 2016(or the first day of sports practice in 2016, whichever is earlier).

HISTORICAL CATASTROPHIC ATHLETICS PREMIUMS & LOSSES

See Attachment J for premium and loss data.

ATTACHMENT B

REQUIRED QUESTIONNAIRE FORMS

B1 Student & Athletics Accident

B2 Catastrophic Athletics

For your convenience, Attachment B is also available as a separate downloadable document in a useable Microsoft Word format.

Attachment B1 – Student & Athletics Accident Questionnaire Forms

AGENT/BROKER

Name: _____

Address: _____

Account Executive: _____

Telephone No.: _____

Facsimile No.: _____

Email Address: _____

INSURER

Name: _____

Address: _____

Telephone No.: _____

A. M. Best Rating _____

CLAIMS ADMINISTRATOR (If different than above)

Name: _____

Address: _____

Account Executive: _____

Telephone No.: _____

Facsimile No.: _____

Email Address: _____

CLAIMS ADMINISTRATOR SERVICES

Please specifically address how your claims administration services meet the requirements of F.S. 627.661.

RATE/PREMIUM CALCULATION

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed; i.e., the Proposal must be valid despite change in enrollment mix. In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern. Please refer to the Estimated Enrollment description in Section 2.1 for a detailed explanation on the enrollment assumptions. **Rate x Estimated Enrollment = Estimated Annual Premium**

	<u>Rate</u>	<u>Estimated Enrollment (Plan A & Plan B)*</u>	<u>Estimated Annual Premium</u>
<u>Voluntary Accident</u>			
24 HR <i>Plan A – Basic Benefits</i>		1,203	
24 HR <i>Plan B – Enhanced Benefits</i>		301	
<hr/>			
At School <i>Plan A – Basic Benefits</i>		1,332	
At School <i>Plan B – Enhanced Benefits</i>		333	
<hr/>			
<u>Voluntary Athletics</u>			
High School Football Full Season <i>Plan A – Basic Benefits</i>		220	
High School Football Full Season <i>Plan B – Enhanced Benefits</i>		-	
High School Football Pre-Season Only		-	
High School Football Regular Season Only		-	
High School Football Spring Practice Only		-	
<hr/>			
<u>Mandatory Accident</u>			
Head Start and Early Head Start <i>Plan A – Basic Benefits</i>		2,120	
Head Start and Early Head Start <i>Plan B – Enhanced Benefits</i>		-	
<hr/>			
Total Estimated Premium			
Estimated Commissions			
Administration Fees (If Applicable)			

Proposers are to disclose and provide a description of all administration fees, including fees for online enrollment below.

Please indicate if there is a bounced check fee (if re-enrolls).

Rates are requested to be guaranteed a minimum of the first two coverage years. Please indicate how long rates are guaranteed.

REQUIRED PROPOSER SERVICES

Indicate your willingness to comply with the Claims Payment & Policy Services requirement in Section 4.6. Describe below your approach to providing these services to SBBC.

Indicate your willingness to comply with the Premium Envelope & Brochure Requirements as described in Section 4.6. Describe your approach.

Explain how your firm will make available and distribute the required amount of envelopes/brochures to ensure that **each** school receives the required number of envelopes/brochures for the Student Athletic Accident program.

Explain your firm's process for the collection of premiums. Describe your firm's process and requirements for accepting such payments, specifically online and personal checks. What is your course of action when handling bounce checks?

ATTACHMENT B1

Explain how your firm will ensure the Collection of Transmittal Envelopes are furnished and collected in accordance with the RFP requirement.

ATTACHMENT OF POLICY

Confirm that the proposed coverage form, including all endorsements or riders, that will be used has been provided as an attachment to the Proposal.

FORM OF COVERAGE

Please confirm that coverage shall be provided on a form that meets or exceeds the currently provided coverage. (The current policy is included in Attachment J.)

Describe, in detail, how the policy you have submitted as part of your Proposal to RFP 14-015P would respond to a claim submitted by a student covered by Tri-Care/Champus/VA. Be specific to reference the provision in your policy which states the coverage availability/unavailability.

DEVIATIONS FROM MODEL PROGRAM

Indicate whether your Proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Provide a description of any deviations in the following table. Proposers are reminded that preference will be given to Proposals which fully comply with the provisions of the RFP.

	Can Comply	Can Comply with Deviations	Cannot Comply
Claims Payment/Policy Service			
Term of Contract			
Rate Guarantee			
Premium Envelope and Brochure Requirements			
Proofs of Distributed Materials Required			
School Board Not Responsible for Minimum Policies or Costs			
Sales of Allied Lines			
Severability of Contracts			
Form of Coverage			
Attachment of Policy			
Policy Period			
Limited School Sales Period			
Collection of Transmittal Envelopes			

ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM

If your Proposal does not fully comply with any provision, explain fully, in the space following (attach additional pages as necessary), the extent of non-compliance and the alternative provision proposed. (Please detail ALL deviations. Do not merely refer to attached specimen forms.)

B2 – Catastrophic Athletics Questionnaire Forms

AGENT/BROKER

Name: _____

Address: _____

Account Executive: _____

Telephone No.: _____

Facsimile No.: _____

Email Address: _____

INSURER

Name: _____

Address: _____

Telephone No.: _____

A. M. Best Rating _____

RATE/PREMIUM CALCULATION

Proposers must state their proposed annual premiums. Please indicate if premium is adjustable or auditable on any basis or if premium is flat. Premiums are requested to be guaranteed for a minimum of two years.

Total Annual Premium _____

Estimated Commissions _____

FORM OF COVERAGE

Confirm that coverage shall be provided on a form that meets or exceeds the currently provided coverage. (The current policy, including endorsements, is included in Attachment J.)

Please describe, in detail, how the policy you have submitted, as part of your Proposal to RFP 14-015P, would respond to a claim submitted by a student covered by Tri-Care/Champus/VA. Be specific to reference the provision in your policy which states the coverage availability/unavailability.

ATTACHMENT OF POLICY

Confirm that the proposed coverage form, including all endorsements or riders, that will be used has been provided as an attachment to the Proposal.

DEVIATIONS FROM MODEL PROGRAM

Indicate whether your Proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Provide a description of any deviations in the following table. Proposers are reminded that preference will be given to Proposals which fully comply with the provisions of the RFP.

	Can Comply	Can Comply with Deviations	Cannot Comply
Claims Payment/Policy Service			
Term of Contract			
Rate Guarantee			
Premium Envelope and Brochure Requirements			
Proofs of Distributed Materials Required			
School Board Not Responsible for Minimum Policies or Costs			
Sales of Allied Lines			
Severability of Contracts			
Form of Coverage			
Attachment of Policy			
Policy Period			

ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM

If your proposal does not fully comply with any provision, explain fully in the space following (attach additional pages as necessary) the extent of non-compliance and the alternative provision proposed. (Please detail ALL deviations. Do not merely refer to attached specimen forms.)

ATTACHMENT C

- C1 M/WBE Utilization Report
- C2 Employment Diversity Statistics
- C3 M/WBE Participation
- C4 - SBBC Diversity Policy 1.5 and Supplier
Diversity and Outreach Policy 7007

Policies can be seen at web site URL:

<http://www.broward.k12.fl.us/sbbcpolicies>

Proposer's Company Name: _____

Monthly M/WBE Utilization Report

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

Monthly Utilization Reports to be Submitted to:

The School Board of Broward County, Florida Supplier Diversity & Outreach Program 7720 West Oakland Park Boulevard, Suite 323 Sunrise, FL 33351-6704	754-321-0552 754-321-0934 FAX
---	--------------------------------------

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
RFP Number:					
RFP Title:					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title:

Phone #: _____ Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR - PER CONTRACT PERIOD OR OTHER

C4 - SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007

Policies can be seen at web site URL:

<http://www.broward.k12.fl.us/sbbcpolicies>

ATTACHMENT D

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

The School Board of Broward County, Florida

STUDENT AND ATHLETIC ACCIDENT INSURANCE AND CATASTROPHIC ACCIDENT COVERAGES

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee

SBBC Title or Position of Proposer's Employee

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

03/08/13

ATTACHMENT E

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT F

Drug-Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

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

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Signature)

Personally Known _____
OR Produced identification _____

(Type of identification)

Notary Public - State of _____
My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

ATTACHMENT G

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY
(hereinafter referred to as “ *[insert a short name here]* ”),
whose principal place of business is
[insert their address here] .

WHEREAS, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]* ; and

WHEREAS, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]* .

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ .

2.02 **[Insert a Descriptive Title]**. *Insert text.*

2.03

2.04

ARTICLE 2 – SPECIAL CONDITIONS

2. Inspection of *Insert Name's* Records by SBBC. *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) *Insert Name's* Records Defined. For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including Proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Inspection of Subcontractor’s Records. *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: *Insert Job Title of District Representative*
Insert Address of District Representative

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2. Background Screening: *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name*’s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2. **Background Screening:** *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2. **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *Insert Name*: *Insert Name* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Insert Name*, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ATTACHMENT G

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Laurie Rich Levinson, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

FOR *[Insert Name Here]*

(Corporate Seal)

Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____
Name of Person
_____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR [Insert Name Here]:

Witness

Signature

Witness

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
Insert Name Here
who is personally known to me or who produced _____ as
Type of Identification
identification and who did/did not first take an oath this _____ day of _____,
20____.

My Commission Expires:

Signature – Notary Public

(SEAL)

Notary's Printed Name

Notary's Commission No.

ATTACHMENT H

SAMPLE HIPAA BUSINESS ASSOCIATE

AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into as of this ____ day of ____, 20____ (the "**Effective Date**"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "**SBBC**" or "**Covered Entity**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as "Business Associate"),
whose principal place of business is
[insert their address here] .

WHEREAS, by virtue of the services that Business Associate performs for SBBC, Business Associate is a "business associate," as that term is defined at 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("**PHI**") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

- (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

- (b) "*Business Associate*" shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) "*Designated Record Set*" has the same meaning as the term "designated record set" in 45 CFR §164.501.
- (d) "*EDI Rule*" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996.
- (f) "*HITECH Act*" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) "*Individual*" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (i) "*Protected Health Information*" or "*PHI*" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (j) "*Required by Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (k) "*Secretary*" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (l) "*Security Rule*" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (m) "*Unsecured PHI*" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 – SPECIAL CONDITIONS**2. Obligations and Activities of Business Associate Regarding PHI.**

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

- (c) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement.
- (d) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach. In addition, Business Associate shall provide written notification to SBBC hereunder which notification shall:
 - 1. Be made no later than 60 calendar days (or no later than 10 days pursuant to Florida Statute §817.5681(2)(a) for a breach of the security of confidential personal information if the personal information was or is reasonably believed to be acquired by an unauthorized person) after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - 2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - 3. Be in substantially the same form as **Exhibit A** hereto.
- (e) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if the Breach poses a significant risk of financial, reputational, or other harm to one or more individuals affected by the Breach. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment.
 - 2. Business Associate will prepare and distribute, at its own cost, any required notifications under Federal or Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements imposed by Federal or Florida law.
- (f) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (h) Business Associate agrees to make any amendment to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC.
- (i) Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from SBBC.

ARTICLE 2 – SPECIAL CONDITIONS

- (j) Business Associate agrees to document any disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

3. Permitted Uses and Disclosures of PHI by “Business Associate”.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the “Service Agreement”) provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

ARTICLE 2 – SPECIAL CONDITIONS4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any restriction to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate normal operations.

5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC any Security Incident (as defined 45 C.F.R. Part 164.304 and in accordance with §817.5681 (2)(a), Florida Statutes) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. Compliance with EDI Rule .

Business Associate agrees that, on behalf of SBBC, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

ARTICLE 2 – SPECIAL CONDITIONS

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any amendment to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, or HIPAA in general shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any action necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) *Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) *Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, for example, if SBBC makes illegal demands on Business Associate, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

(d) *Effect of Termination.* Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS**11. No Waiver of Sovereign Immunity.**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 3 – GENERAL CONDITIONS

19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

20. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a Copy to:

(Insert Name of Relevant Administrator)

(Insert Name of Relevant Department)

(Address)

(Address)

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

ARTICLE 3 – GENERAL CONDITIONS

To *[Insert Name]*:

(Name of Other Party)

(Address)

(Address)

With a Copy to:

(Name to be Provided by Other Party)

(Address)

(Address)

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. The person signing on behalf of “Business Associate” has authority to bind “Business Associate” with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

ARTICLE 3 – GENERAL CONDITIONS

27. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA in general means the referenced section or its successor, and for which compliance is required.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Interpretation.

Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPAA in general and any subsequent legislation or regulations otherwise affecting Business Associates.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

THE SCHOOL BOARD OF BROWARD COUNTY

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

ATTEST:

Approved as to Form and Legal Content:

Office of the General Counsel

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ who is personally known to me or who produced _____ as identification and who did / did not first take an oath this _____ day of _____, 20_____.

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (“SBBC”) and _____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT I

STUDENT & ATHLETICS ACCIDENT

I1 – HISTORICAL PREMIUMS, LOSSES

&

I2 – FORM OF COVERAGE EXHIBITS

ATTACHMENT J

CATASTROPHIC ATHLETICS

J1 – HISTORICAL LOSSES
&
J2 – FORM OF COVERAGE EXHIBITS

Broward County Public Schools 2-26-2013

2008-2009 School Term - 163 Claims Paid

School Time /24 Hour Collected Premium	\$	161,832.00
Football Collected Premium	\$	11,150.00
Total Premium Collected	\$	172,982.00
Total Claims Paid	\$	73,717.13
IBNR	\$	-
Ending Loss Ratio		43%

2009-2010 School Term - 182 Claims Paid

School Time /24 Hour Premium	\$	177,318.00
Football Premium	\$	28,700.00
Total Premium Collected	\$	206,018.00
Total Claims Paid	\$	68,923.82
IBNR	\$	-
Ending Loss Ratio		33%

2010-2011 School Term - 155 Claims Paid

School Time /24 Hour Premium	\$	161,926.00
Football Premium	\$	23,035.00
Total Premium Collected	\$	184,961.00
Total Claims Paid	\$	51,132.06
IBNR	\$	14,271.16
Projected Ending Loss Ratio		35%

2011-2012 School Term - 132 Claims Paid

School Time /24 Hour Premium	\$	158,704.00
Football Premium	\$	22,680.00
Total Premium Collected	\$	181,384.00
Total Claims Paid	\$	46,297.60
IBNR	\$	36,729.17
Projected Ending Loss Ratio		46%

2012-2013 School Term - 65 Claims Paid

School Time /24 Hour Premium	\$	126,444.00
Football Premium	\$	19,915.00
Total Premium Collected	\$	146,359.00
Total Claims Paid	\$	12,034.81
IBNR	\$	79,196.62
Projected Ending Loss Ratio		62%

**BROWARD COUNTY SCHOOL BOARD
STUDENT AND ATHLETIC ACCIDENT POLICY BENEFIT LEVEL DESCRIPTIONS**

POLICY BENEFIT DESCRIPTION	PLAN A BASIC BENEFITS	PLAN B ENHANCED BENEFITS
Maximum Medical Payable per Covered Accident	\$25,000	\$25,000
Accidental Death Benefit	\$1,500	\$3,000
Initial Physician's Visit (Non-surgical)	\$50	\$75
Physician Follow-Up Visits	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per day	Up to \$400 @ \$45 per day
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees per Florida 2007 Work Comp Fee Schedule)	Not to exceed a \$3,500 maximum benefit	Not to exceed a \$7,500 maximum benefit
X-Rays, EEG, CAT Scans (Includes Reading Fees)	Up to \$150	Up to \$350
MRI (Includes Reading Fees)	Up to \$500	Up to \$750
Inpatient Hospital Room Charges per Day of Confinement	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	Up to \$3,500 for all charges, services and supplies	Up to \$7,500 for all charges, services and supplies
Emergency Room Charges: (applies to injuries requiring emergency treatment within 72 hours of a covered accident)	Up to \$300	Up to \$750
Orthopedic Devices, Braces, Implants or Appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	No Benefit	Up to \$50
Dental Treatment (for accidentally injured sound, natural teeth)	Up to \$350/injured tooth	Up to \$750/injured tooth
Emergency Ambulance Service (initial air or ground trip)	Up to \$250	Up to \$750

***High School Football Accident Insurance coverage is subject to \$100 deductible for both Plan A and Plan B.*



Enroll on-line now.

Dear Parents:

Accident Insurance protection is made available as a public service to full-time students enrolled in the Broward County School District. The School Board is not responsible for payment of medical expenses due to school-related injuries or any medical expenses not covered by this plan or any other insurance plan. We encourage all parents to read this information and decide whether or not to enroll their child in this voluntary insurance program.

Choice of TWO Student Accident Insurance Plans

OPTION 1 SCHOOL TIME ACCIDENT PLAN
 Effective during the regular school term for:
 • School Classes and Covered School Activities
 • Summer School Educational Classes
 • Interscholastic School Sports (except varsity tackle football)*

OPTION 2 SCHOOL TIME PLUS 24-HOUR FULL TIME ACCIDENT PROTECTION PLAN
 Effective during:
 • School Classes and Covered Activities
 • School Sports (except varsity tackle football)*
PLUS ADDED PROTECTION WHILE:
 • At Home and Weekends
 • Summer Vacation Periods
 • 24 hours a day, seven days a week during covered school and non-school related activities

*NOTE: Contact the school's football coach if you want to purchase Varsity Tackle Football Insurance.

Choose from one of the following Accident Policy Benefit Levels

Policy Benefit Description	PLAN A Basic Benefits	PLAN B Enhanced Benefits
Maximum Medical Benefit payable per Covered Accident	\$25,000	\$25,000
Accidental Death Benefit	\$1,500	\$3,000
Initial Physician's Visit (Non-Surgical)	\$50	\$75
Physician's Follow-Up Visits (Non-Surgical)	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per day	Up to \$400 @ \$45 per day
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees per Florida 2007 Work Comp Fee Schedule)	Not to exceed a \$3,500 maximum benefit	Not to exceed a \$7,500 maximum benefit
X-Rays, EEG, CAT Scans (Includes Reading Fees)	Up to \$150	Up to \$350
MRI (Includes Reading Fees)	Up to \$500	Up to \$750
Inpatient Hospital Room Charges per Day of Confinement	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	Up to \$3,500 for all charges, services and supplies	Up to \$7,500 for all charges, services and supplies
Emergency Room Charges: (applies to injuries requiring emergency treatment within 72 hours of a covered accident)	Up to \$300	Up to \$750
Orthopedic Devices, Braces, Implants or Appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	No Benefit	Up to \$50
Dental Treatment, (for accidentally injured sound, natural teeth)	Up to \$350/injured tooth	Up to \$750/injured tooth
Emergency Ambulance Service (initial air or ground trip)	Up to \$250	Up to \$750

OPTION 3 Optional In-Hospital Sickness Benefit Plan

The Accident Insurance Plans mentioned above do not cover any medical expenses due to an illness, sickness or disease. However, if your child is enrolled in Option 3, the In-Hospital Sickness Benefit Plan, the policy will pay up to \$500 for each day your child is hospitalized overnight as an in-patient due to a covered illness, sickness or disease up to a policy maximum of \$5,000 for up to a 12 month period of coverage. No other sickness benefits are payable for any outpatient expenses or doctor's services. The one-time cost to add the In-Hospital Sickness Benefit Option is \$40.00 for coverage starting from the date this application is received by the insurance company and continuing through the 2013 summer months until the last day of summer August 2013.

COVERAGE EFFECTIVE AND TERMINATION DATES: Coverage becomes effective on the first day of school or at 11:59 P.M. according to the U.S. Postal postmark date on the enrollment envelope or the date payment is received in School Insurance of Florida's office, whichever is the later date. The 24 Hour Basic Accident Plan coverage terminates at 12:01 A.M. on the last day of summer, August 2013. The At School Basic Accident Plan Coverage terminates at 11:59 P.M. on the last day of school, June 2013. The In-Hospital Sickness Benefit Option Plan coverage terminates at 12:01 A.M. on the last day of summer, August 2013. **If you are an Adult Student (Vo-Tech) and purchase the school time plan or the 24 Hour plan, your coverage will expire on the last day of summer, August 2013.**

HOW TO ENROLL: 1) (Cómo inscribirse) Complete the enrollment form below; 2) Make check or money order for correct amount payable (Envíe su cheque con el formulario) to School Insurance of Florida; 3) Write the student's name and school in the memo section of your check or money order; 4) Mail enrollment application and payment to School Insurance of Florida. **Keep your cancelled check or money order receipt as your confirmation of payment. Insurance cards will not be sent to you unless you request an I.D. card and enclose a self-addressed, stamped envelope for us to mail the I.D. card to you. Keep the top portion of this form for your records. No premium refunds after the first day of coverage.**

FOR MORE INFORMATION CONTACT: School Insurance of Florida P.O. Box 784268 Winter Garden, FL 34778. Telephone 800-432-6915;

OR, visit our website www.schoolinsuranceofflorida.com to enroll on-line.

DETACH HERE AND ENCLOSE YOUR APPLICATION AND YOUR PAYMENT IN THE ENVELOPE BELOW

ENROLLMENT FORM FOR STUDENT ACCIDENT INSURANCE

STUDENT'S FIRST NAME (one letter in each box) M.I.

STUDENT'S LAST NAME

Please Print Address (Street) (City) (State) (Zip)

Name of School Student Attends _____

Grade _____ Email Address _____

X (Signature of Parent or Guardian) (Date)

School Board of Broward County CHECK # _____

CHECK (✓) YOUR SELECTION BELOW BY CHOOSING OPTION 1 OR 2 AND YOUR BENEFIT PLAN

Options	Plan A Basic Benefit	Plan B Enhanced Benefits
OPTION 1 School Time Coverage Only	<input type="checkbox"/> \$10	<input type="checkbox"/> \$26
OPTION 2 School Time PLUS 24 HOUR COVERAGE	<input type="checkbox"/> \$48	<input type="checkbox"/> \$150
OPTION 3 In-Hospital Sickness Benefit	<input type="checkbox"/> \$40	
TOTAL PAYMENT ENCLOSED	\$ _____	

If you have enrolled in one of the above plans you are eligible for Option 3 the In-Hospital Sickness Benefit Plan Below.

ENROLL ONLINE!

DETACH HERE AND INSERT COMPLETED ENROLLMENT FORM ABOVE INTO THIS ENVELOPE AND MAIL

To avoid processing delays - sign your check, write your student's name in the check memo area, and fill out the application completely.

Enrollment Instructions *You may enroll online at www.schoolinsuranceofflorida.com

- Enroll in one of the following options:
 - Option 1 School Time Coverage Only Plan with either the Basic or Enhanced Benefits

OR

 - Option 2 School Time PLUS 24-HOUR COVERAGE with either Basic or Enhanced Benefits
- If you enroll in Option 1 or Option 2, you are eligible to select the In-Hospital Benefit Option 3.
- Complete the Enrollment Form and enclose your check or money order in this envelope payable to: School Insurance of Florida (Do Not Send Cash.) Mail as soon as possible or enroll online.
- Please include a self addressed, stamped envelope with your payment so we can return an insurance card back to you. Keep the top part of the form for your records.

If you want to enroll more than one student, fill out a copy of the application or obtain more applications from your school or School Insurance of Florida.

The Certificate of Insurance summarizes the policy provisions and benefits. This policy will not pay 100% of all incurred medical expenses. Policy limits and exclusions apply. Policy benefits are payable, subject to the limits specified below, for accidental bodily injury resulting from a covered accident (or covered illness if the optional In-Hospital Sickness Benefit Option is purchased). The company will pay the reasonable cost of covered eligible medical charges not to exceed the maximum benefits listed in the policy (summarized in this form). The maximum benefit payable for any one covered accident is \$25,000.00. The maximum payable under the optional In-Hospital Sickness Benefit Option is \$5,000.00 in the aggregate for all covered in-hospital expenses due to covered illness or disease. First medical treatment by a licensed physician or dentist for a covered condition must be obtained within thirty (30) days from the original date of the covered injury or condition to be eligible for policy benefits. The company will pay for covered medical charges for treatment and care rendered within 52 weeks after the date of a covered accident or condition.

POLICY DEFINITIONS: "Covered Accident" means bodily injury of the insured that results directly and independently of all other causes from a covered accident occurring while the policy is in force. Self-inflicted injuries caused by prolonged over exertion, stress or strain, or disease process or aggravation of an existing condition is expressly excluded from coverage under the accident policy. "Covered Charges" means reasonable charges which are not in excess of usual and customary charges; not in excess of the maximum benefit amount payable for services specified below; services and supplies which are not excluded from coverage; and services and supplies which are a medical necessity for treatment of the covered accident. "Pre-Existing Condition" means any physical condition for which the existence of symptoms would cause a normally prudent person to seek medical care or advice. Physical condition includes any complication or residual of a prior illness, condition or disease the person was advised or treated for in the six (6) months before the effective date of the Insured's coverage under the policy. "Sickness" means an illness or disease for which symptoms first originate and for which medical treatment is rendered by a physician while this Endorsement is in force. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness. "Hospital" means a licensed or properly accredited general hospital which is open at all times and operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients under the supervision of one (1) or more legally qualified physicians available at all times with continuous, twenty-four (24) hour nursing services by Registered Nurses on duty or call. "Hospital" does not mean a facility that is primarily a clinic, nursing, rest or convalescent home, or an institution specializing in or primarily treating mental or nervous disorders, alcoholics or drug addicts. "At-School Accident Coverage" applies while a covered person is in attendance at the school during the hours and on the days that school is in session; participating in activities, except as a spectator, which are exclusively school-funded, school-sponsored, school-supervised and scheduled by the school on or away from school premises, during or after school hours or school-sponsored religious instruction; traveling directly and without interruption to or from the covered person's residence and the school for regular school sessions or such travel time as is required, however, not to exceed one (1) hour before the regular school classes begin and not more than one (1) hour after school is dismissed; while a covered person is participating in a school-scheduled, school-sanctioned interscholastic sports practice or competition at or away from school premises (except grades 9th, 10th, 11th and 12th grade tackle football). "24-Hour Accident Coverage" includes "At-School Coverage" and extends coverage to twenty-four (24) hours per day while a covered person is at home, school or on vacation. Under the 24-hour coverage plan, the same benefits, limitations and exclusions of the "At-School Coverage" plan will apply. No benefits are payable for injuries while practicing for or participating in 9th, 10th, 11th and 12th grade tackle football. Additional policy terms and provisions apply which are stated in the Master Blanket Accident Insurance Policy issued to the school district and on file for our review. "Effects of Other Coverage" means the insurance coverage provided under the policy shall be "EXCESS" to any other collectible insurance or plans, including but not limited to auto P.I.P. and auto medical payments, HMOs or PPOs, subject to limits stated in the policy when total charges for treatment of a covered accident are in excess of \$300.00. Third party subrogation rights are reserved. Total payments by all insurance plans, including HMOs or PPOs, shall never exceed the total medical expenses incurred.

EXCLUSIONS - WHAT THE POLICY DOES NOT COVER

1. The practice or play of interscholastic tackle football including travel to or from such practice or play if the student is enrolled in the 9th, 10th, 11th or 12th grades, unless the player has paid the required extra premium. Participation in any organized sports camps, league practices or competitions that are not exclusively funded, sponsored, scheduled and supervised by the Member school district Board of Education to which the Policy is issued. Participation in organized classes, practices or competitions in boxing, wrestling, self-defense, or martial arts, including but not limited to Karate, Aikido, Tae Kwon Do, Jujitsu, Kung Fu, kickboxing or weapons training unless the organized program is exclusively sponsored, funded, and scheduled by the Member school district Board of Education to which the Policy is issued, and directly supervised by a Member school employee.
2. Damage to other than whole, sound, vital and natural teeth or to existing dental bridges, crowns, restorations or braces; orthodontic procedure and services. Treatment for injury or fracture of tooth caused either by decay, infection or the breakdown of a dental restoration.
3. Pathological fractures, stress fractures, boils, athlete's foot, impetigo or similar skin infection, rashes, poisonous vegetation reactions, warts, blisters, calluses, cramps, muscle spasms, allergies or allergic reactions, ingrown nails, appendicitis, hernia of any kind, however caused; infections occurring other than as a result of such injury; detached retina; or psychiatric care.
4. Any form of illness, sickness or disease including but not limited to the following: Perthes' Disease, Osgood-Schlatter's Disease, Osteomyelitis, Osteochondritis, Osteogenesis Imperfecta, Slipped Capital Femoral Epiphysis, Thrombophlebitis, Hysterical Reactions, or similar conditions (unless the In-Hospital Sickness Benefit Option is purchased).
5. Any form of fighting or brawling or criminal or felonious assault or the Insured being engaged in an illegal occupation. Intentionally self-inflicted injury.
6. Services or treatment rendered as a part of the member school service by a hospital, physician, or person employed or retained by the member, or by a person related to the Insured by blood or marriage.
7. Riding in or on, being struck by, being towed by, boarding or alighting from, or operating any motorized or engine-driven vehicle. Eligible medical expenses not collectible from other valid coverage will be payable up to \$1,500.00.
8. War or any act of war (raids by air, land or sea shall be deemed act of war), civil disobedience, plots or insurrection.
9. Injuries sustained by the Insured for which benefits are payable under any Workers' Compensation or Employer Liability Laws, or while engaging in activity for monetary gain from sources other than the Member.
10. Aviation in any form except while the Insured is riding as a passenger in a licensed airplane provided by an incorporated passenger carrier on a regularly scheduled passenger flight and route.
11. Riding in or on, being struck by, being towed by, boarding or alighting from, or operating any snowmobile, all-terrain vehicle, or two (2) or three (3) wheeled motor vehicle.
12. The use of or while under the influence of drugs unless administered as prescribed by a physician.
13. The existence or aggravation of physical or mental infirmity, condition or disease, whether infectious, congenital, secondary or acquired in origin. Conditions or the aggravation of conditions that originated prior to the Insured's Effective Date not to exceed \$250.00.
14. Expense resulting from participating in activities for which benefits would be payable, in the absence of this insurance, under any high school or association-sponsored catastrophe sports accident policy or trust fund is expressly excluded from coverage.
15. Snow skiing, snow tubing, snowboarding, water skiing, wake boarding, surf boarding, hydroskiing, jet skiing or using any "personal watercraft" as defined by Florida statutes. Injury as a result of skate boarding.
16. Prescription drugs, injections, miscellaneous supplies and medications, except those administered while hospital-confined or when treated in the emergency room.
17. Any expense for which a benefit is not listed.

Additional exclusions for the optional In-Hospital Sickness Benefit: No benefits payable due to pregnancy, child birth, abortion, drug or alcohol intoxication, addiction or treatment expense; mental illness, emotional disorders, or psychiatric care; dental care for any cause including TMJ; any out-patient visit, treatment of service; any pre-existing condition or recurrence thereof; any expense due to accidental bodily injury.

This Policy is "Excess Coverage" which means if you have other insurance, an HMO or PPO that is also in effect, this policy will consider payment of eligible medical expenses after your other insurance has provided their full payments. You must file a claim with your other primary insurance to be eligible to receive benefits from this accident insurance policy. If you do not have other primary insurance, this policy will pay up to the specified limits of selected policy plan.

A certificate of insurance summarizes the provisions and benefits of the policy #09-0136-2013 (files form # LRS-8985-0100-FL). Any difference between the policy and the certificate will be settled according to the provisions of the policy.

HOW TO FILE A CLAIM: (Para reportar un reclamo, Comuniquese con la oficina de la escuela). Obtain a claim reporting form from your school. Complete the form and mail to **School Insurance of Florida, P.O. Box 784268, Winter Garden, FL 34778-4268**. Telephone number 800-432-6915. **You can also visit our website www.schoolinsuranceofFlorida.com.** FLORIDA LAW STATES: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an enrollment form containing any false or incomplete, or misleading information is guilty of a felony of the third degree.

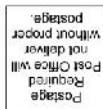
**Address all claims and inquires to : School Insurance of Florida
P.O. Box 784268, Winter Garden, Florida 34778 PHONE: 1-800-432-6915**

RS0100FL

School Policy Number : 09-0136-2013

BROWARD 2013-RSL

MAIL TO: SCHOOL INSURANCE OF FLORIDA
PO BOX 784268
WINTER GARDEN, FL 34778-4268
Insurance Application
2012-2013 Broward School



From _____

Please Print Name of Parent or Guardian _____

No. _____ Street _____

City _____ State _____ Zip _____

2012-2013

BROWARD COUNTY HIGH SCHOOL FOOTBALL ACCIDENT INSURANCE

EXCESS INSURANCE

Dear Parents: The Broward County School Board requires all 9, 10, 11 and 12th grade tackle football tryouts and team members to be covered with medical insurance. The School District is not responsible for paying medical bills in the event of a football injury. The following information describes a football accident insurance plan available through Reliance Standard Life Insurance Company. A choice of two benefit levels of coverage is available. **You are not required to purchase one of these plans. However, you must show evidence that you have an insurance policy in effect covering your son to allow him to be eligible to practice and compete in Broward High School football.** This plan may also be used to supplement family insurance that is already in effect through your employer group or other insurance policy. This Policy has limitations and exclusions. The School District will not be responsible for payment of any bills not covered by this Policy or your personal insurance plan. We encourage all parents to read the description of coverage and decide whether or not to enroll your child in this Policy. To enroll in one of the insurance plans outlined below, mail the enrollment form below and your payment directly to: **School Insurance of Florida, P.O. Box 784268 Winter Garden, FL 34778.** Visit www.schoolinsuranceofflorida.com to enroll online.

Choice of Benefit Levels

Policy Benefit Description	PLAN A Basic Benefits	PLAN B Enhanced Benefits
Maximum Medical Benefit payable per Covered Accident	\$ 25,000	\$ 25,000
Loss of Life due to Football Accident	\$ 1,500	\$ 3,000
Deductible	\$ 100	\$ 100
Initial Physician's Visit (Non-Surgical)	\$ 50	\$ 75
Physician's Follow-Up Visits (Non-Surgical)	\$ 40	\$ 45
Outpatient Therapy Or Similar Treatment Visits	Up to \$200 @ \$40 per day	Up to \$400 @ \$45 per day
Surgery Fee Schedule and anesthesiologist Fees: Payment based on 2007 Florida Workers Compensation Fee Schedule (Part A)	Not to exceed a \$3,500 maximum benefit	Not to exceed a \$7,500 maximum benefit
X-Rays, EEG, CAT Scans (Includes Reading Fees)	Up to \$150	Up to \$ 350
MRI (Includes Reading Fees)	Up to \$500	Up to \$ 750
Inpatient Hospital Room Charges Per Day of Confinement	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges Per Diem	Up to \$300 per day	Up to \$ 750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500 for all services, supplies and charges	UCR up to \$7,500 for all services, supplies and charges
Emergency Room Charges: (applies to injuries requiring emergency treatment within 72 hours of a covered accident)	Up to \$300	Up to \$750
Orthopedic devices, braces, implants or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	No Benefit	Up to \$50
Dental Treatment, (for accidentally injured sound, natural teeth)	Up to \$350 \ injured tooth	Up to \$750 \ injured tooth
Emergency Ambulance Service (initial trip air or ground)	Up to \$250	Up to \$ 750

If injury due to an accident covered by the Football Insurance Policy requires treatment within **thirty (30) days** after the date of a covered accident by a legally qualified licensed Doctor of Medicine, Osteopathy, Chiropractic, Dentistry, or hospital services, the Insurance Company will pay for necessary and eligible medical, dental or hospital care incurred within **one year** from the date of the covered accident up to the specified policy maximum benefits listed above. **Benefits are paid for loss directly due to an identifiable accident causing bodily injury independent of all other causes incurred while your insurance under this Policy is in force. No benefits are payable for treatment of pre-existing conditions or treatment expenses incurred after one year from the original date of a covered accident. This Policy is 'Excess Coverage' which means if you have other insurance, an HMO or PPO that is also in effect, this policy will consider payment of eligible medical expenses after your other insurance has provided their full payments. You must file a claim with your other primary insurance to be eligible to receive benefits from this football accident insurance policy.**

HOW TO ENROLL

Select from the coverage options below, fill out the enrollment application and mail with your check or money order directly to: *School Insurance of Florida*, P.O. Box 784268, Winter Garden, FL. 34778-4268. No premium refunds are permitted after the first day of coverage. **Retain the top part of this form for your records.** I. D. Cards will not be mailed to you unless you provide a stamped return addressed envelope with your application. This is your summary of insurance for policy # 09-0136-2013. Coverage effective and termination dates are summarized on the back of this form. **Additional coverage available at www.schoolinsuranceofflorida.com.**

2012-2013 BROWARD COUNTY SCHOOLS SUMMARY OF INSURANCE
Underwritten by Reliance Standard Life Insurance, 2001 Market Street, Philadelphia, PA

EXCESS INSURANCE
\$100.00 Deductible

POLICY TERMS AND PROVISIONS**COVERAGE OPTIONS EFFECTIVE DATES:**

Option I 2012-2013 Full Football Season, combines coverage for all other football options II, III, IV for pre-season, regular 2012 season and 2013 spring practice sessions as sanctioned by the FHSAA. **Option II, Pre-Season Football**, only provides coverage starting on August 6, 2012 through the pre-season, terminating after the Pre- Season Jamboree game in August, 2012. Coverage for **Option III Regular 2012 Football Season** begins after the pre-season jamboree game and continues to the last school football game in December, 2012, including any post season games. **Option IV, 2013 Spring Practice Only**, provides coverage only for the **2013 spring** practice sessions in May. For late applications, football coverage will be effective at 11:59PM on the USPS postmark date stamp on the application received by the School Insurance of Florida's office. No coverage is provided for summer camps, summer practices or drills, private leagues or club football.

EFFECTS OF OTHER COVERAGE: This Excess Policy has a \$100 deductible.

If you do not have any other sources of coverage, this Policy will pay up to the limits specified in the Policy.

This Policy is 'Excess Coverage' which means if you have other insurance, an HMO or PPO that is also in effect on the insured person, this Policy will consider payment of eligible medical expenses after all other insurance has provided their full payments. You must file a claim with your other primary insurance or sources of coverage to be eligible to receive benefits from this football accident insurance policy. 'Other sources of coverage' include but are not limited to, Blue Cross/Blue Shield, group insurance, self-insured trusts, Union Welfare Plans, HMO's and PPO's. After the other source of coverage has provided benefits, the student insurance policy will consider payment of the remaining unpaid expenses up to the scheduled Policy maximums. If the insured person is also covered by an HMO, PPO, or similar plan, you must follow their rules for obtaining approved provider services and benefits. If you do not use your HMO or PPO approved provider, benefits under this football Policy will be reduced by the amount of benefits that could have been obtained if you would have utilized the HMO or PPO approved provider of service. If you have no other source of coverage, the student accident insurance will pay the scheduled policy benefits listed based on the plan purchased.

THE FOLLOWING ITEMS AND CONDITIONS ARE NOT COVERED by the Policy:

No payment shall be made under the Policy to cover any expense or loss not caused exclusively by an identifiable accident occurring while the Policy is in force or any expense or any loss resulting from, or for:

Any form of illness, sickness or disease, including but not limited to the following: Perthes' Disease, Osgood-Schlatter's Disease, Osteomyelitis, Osteochondritis, Osteogenesis Imperfecta, Slipped Capital Femoral Epiphysis, Pathological Stress Fractures, Thrombophlebitis, Hysterical Reactions, or similar conditions; hearing aids; damage to other than whole, sound, vital and natural teeth or to existing dental bridges, crowns, restorations or braces; orthodontic procedures and services; intentionally self-inflicted injury; war or any act of war; services or treatment rendered as a part of the school service by a hospital, physician, or person employed or retained by the School, or by a person related to the Covered Person by blood or marriage; the use of or while under the influence of drugs or intoxicants unless administered as prescribed by a physician; boils, athlete's foot, impetigo or similar skin infection, rashes, poisonous vegetation reactions, warts, blisters, calluses, cramps, muscle spasms, allergies or allergic reactions, ingrown nails, appendicitis; hernia of any kind, however caused; infections occurring other than as a result of such injury; detached retina; psychiatric care; riding in or on, being struck by, being towed by, boarding or alighting from, or operating any motorized or engine driven vehicle, (provided, however, that eligible medical expenses not collectible from other valid coverage will be payable up to \$1,500.00 in the aggregate for a motor vehicle related injury); expense resulting from participating in activities for which benefits would be payable, in the absence of this insurance, under any other high school or association sports accident policy is expressly excluded from coverage under the Policy; the existence or aggravation of a physical or mental infirmity, condition or disease, whether infectious, congenital, secondary or acquired in origin; conditions or the aggravation of conditions that originated prior to the Policy effective date; treatment expense for plastic, cosmetic, reimplantation, transplantation or experimental surgery in excess of \$500.00 in the aggregate.

NOTE: In case of claim covered under the Policy, obtain a claim form immediately from either the school or SCHOOL INSURANCE OF FLORIDA. Direct all questions concerning claims to SCHOOL INSURANCE OF FLORIDA. This outline will be the only description of coverage you will receive. Retain this brief description of the plan benefits and record your check number for evidence of payment. This description of coverage is not a Policy or contract. The Master Policy issued to the school contains the actual Policy provisions and is available for your review at the school office. If any discrepancy exists between this description of coverage and the Master Policy, the Master Policy language will govern determination of Policy benefits.

The Policy is underwritten by: Reliance Standard Life Insurance Company, 2001 Market Street, Suite 1500, Philadelphia, PA 19103.

The Company has been assigned an "A" rating by the A.M. Best's Report.

Address all claims and inquiries to: School Insurance of Florida P.O. Box 784268, Winter Garden, Florida 34778 Telephone: 1-800-432-6915. Or visit us on the web www.schoolinsuranceofflorida.com to download a claim form.

FLORIDA LAW STATES: *Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an enrollment form containing any false or incomplete, or misleading information is guilty of a felony of the third degree.*

RS0100FL

Broward FB 13

Mail your application to:

School Insurance of Florida
P.O. Box 784268
Winter Garden, FL. 34778

Broward FB 13

Please select your plans by checking (√) the boxes below and complete the application. Please mail your check or money order and your application to: School Insurance of Florida, P.O. Box 784268, Winter Garden, FL. 34778-4268. No premium refunds are permitted after the first day of football participation. No coverage is provided for summer camps, leagues or clubs.

2012-2013 Options

Plan A Plan B
Basic Benefits Enhanced Benefits

Amount Paid: \$ _____ Check No. _____

Option I FOOTBALL FULL SEASON

Coverage during the pre-season, regular season
and spring. August 6, 2012 to May 31, 2013.

\$ 95 \$195

Please print student information below.

First Name: _____

Student

Last Name: _____

Student's

Home Address: _____

Option II 2012 Pre-Season Only

PRE-SEASON practices beginning
August 6, 2012 to August 26th 2012.

\$ 15 \$ 35

Option III 2012 Regular Season Only

Coverage during 2012 season practices and games
Begins August 26, 2012 to December 30, 2012

\$ 60 \$120

City: _____ **Zip:** _____

Option IV 2013 Spring Practice Only

Coverage only during the SPRING practice
session in the month of May, 2013.

\$ 20 \$ 40

HIGH SCHOOL NAME: _____

Parent/Guardian Signature _____ **Today's Date** ____/____/____

FLORIDA LAW STATES: *Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an enrollment form containing any false or incomplete, or misleading information is guilty of a felony of the third degree.*

RS0100FL

Broward FB-13

Information & Forms Downloaded from School Insurance of Florida Website



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Coverage Effective and Termination Dates

COVERAGE EFFECTIVE AND TERMINATION DATES: Coverage under the Student Accident Insurance Policy becomes effective on the later of the following dates: 1. At 11:59 P.M. (EST.) on the date completed application and premium payment is postmarked by the USA postal service or if no postmark, received by School Insurance of Florida's office, [or](#); 2. At 12:01 A.M. (EST.) on the first day of scheduled school classes for the **2012-2013** regular school term. Coverage will be effective during FHSAA sanctioned, school organized and school supervised pre-season interscholastic sports practice sessions beginning on **August 6th, 2012** provided the student insurance coverage application and applicable premium payment is received by School Insurance of Florida's office prior to the time and date of an **August 2012** pre-season interscholastic sports practice injury. No policy benefits are available for treatment of injuries or the recurrence or aggravation of injuries or conditions that occurred prior to the policy effective date. Please read a summary of insurance for more complete policy terms, benefits, provisions and exclusions.



Copyright © 2013 School Insurance of Florida. All Rights Reserved.
[Privacy Policy](#) | [Terms and Conditions](#)



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Insurance Coverage Maximum Benefits

The following schedule of benefits are provided only as summary for your review. Additional policy terms, provisions and exclusions apply. Please read a summary of insurance for more complete information.

Policy Benefit Description	PLAN A Basic Benefits	PLAN B Enhanced Benefits
Maximum Medical Payable per Covered Accident	\$25,000	\$25,000
Accidental Death Benefit	\$1,500	\$3,000
Initial Physician's Visit (Non-surgical)	\$50	\$75
Physician Follow-Up Visits	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per day	Up to \$400 @ \$45 per day
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees per Florida 2007 Work Comp Fee Schedule)	Not to exceed a \$3,500 maximum benefit	Not to exceed a \$7,500 maximum benefit
X-Rays, EEG, CAT Scans (Includes Reading Fees)	Up to \$150	Up to \$350
MRI (Includes Reading Fees)	Up to \$500	Up to \$750
Inpatient Hospital Room Charges per Day of Confinement	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	Up to \$3,500 for all charges, services and supplies	Up to \$7,500 for all charges, services and supplies
Emergency Room Charges: (applies to injuries requiring emergency treatment within 72 hours of a covered accident)	Up to \$300	Up to \$750

Orthopedic Devices, Braces, Implants or Appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	No Benefit	Up to \$50
Dental Treatment (for accidentally injured sound, natural teeth)	Up to \$350/injured tooth	Up to \$750/injured tooth
Emergency Ambulance Service (initial air or ground trip)	Up to \$250	Up to \$750



Copyright © 2013 School Insurance of Florida. All Rights Reserved.
[Privacy Policy](#) | [Terms and Conditions](#)



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Where to seek medical treatment

If a student has primary insurance they should stay in that primary insurance network even if they have a deductible. They must file a claim with any primary insurance coverage first to be eligible for the student accident insurance even if they have a deductible.

If there is no primary insurance coverage, students may seek medical treatment from any licensed hospital or licensed physician and be eligible to receive the stated school policy benefits that are outlined in the enrollment application. School Insurance of Florida has set up a "[Preferred Provider Network](#)". These providers of service have agreed, in most cases, to accept the stated policy benefits as outlined on the summary of insurance. It is the parent or student's responsibility to ask the Doctor or provider of service if they are participating in the network and what out of pocket expense they may be held accountable for paying. Please refer to the summary of insurance for a summary listing of policy benefits, limitations and exclusions.

The Insurance Company cannot regulate how much doctors or other providers of service charge. Doctors and Hospitals are allowed to establish and charge their own fee levels. Doctors and Hospitals may charge more than what the *School Insurance of Florida* accident insurance policy pays. The insurance benefits will be paid based upon the stated policy provisions. Please retain a Summary of Insurance for your records.

- [Click Here for a list of Preferred Providers](#)



Copyright © 2013 School Insurance of Florida. All Rights Reserved.
[Privacy Policy](#) | [Terms and Conditions](#)

BROWARD UPDATED 1/18/2013 IMPORTANT NOTE: It is the parent responsibility to file with any primary insurance first. If you have primary insurance and do not follow the primary guidelines, this insurance will process your claim as if you did stay in your primary insurance network. Additional out of pocket expenses will then apply.

These providers of service have agreed to accept the insurance for most services, not all services. It is the insureds responsibility to ask the provider what expenses they will be responsible for paying, if any.

The student accident insurance policy does not pay for 100% of billed charges.

School Insurance of Florida 800-432-6915 www.schoolinsuranceofflora.com

Physicians for Broward County Public Schools

Bose Yalamanchi, MD PA	2901 Coral Hills Dr #370	Coral Springs, FL 33065	954-344-4555
Groeneveld Enterprises	4710 NE 25th Avenue	Ft. Lauderdale, FL 33308	954-650-2263
Keith Kurland, MD	10139 NW 31st ST #202	Coral Springs, FL 33065	954-755-6100
Michael D Hall, DPM, PA	2901 Coral Hills Dr #330	Coral Springs, FL 33065	954-3414306

Orthopaedic Services

Broward Hand Center; Harris Gellman MD	3100 Coral Hills Dr #305	Coral Springs, FL 33065	954-575-8056
Florida Bracing Centers Inc	500 SE 17th ST #301	Ft. Lauderdale, FL 33316	954-917-5655
Foot Ankle & Leg Specialists of South Florida	1600 Town Center Blvd Ste C	Weston, FL 33326	954-349-2441
Foot & Ankle Sports	1001 N Federal Hwy #101	Hallandale, FL 33009	954-454-6866
Joel L. Rush, DO, PA	1625 SE 3rd Ave #700	Ft. Lauderdale, FL 33316	954-463-3200
Inst. for Non Surgical Orthopedics;Darin Busit, DO	4109 N Federal Hwy	Ft. Lauderdale, FL 33308	954-563-2707
Inst. for Non Surgical Orthopedics;Glenn Chapman, DO	4109 N Federal Hwy	Ft. Lauderdale, FL 33308	954-563-2707
Inst. for Non Surgical Orthopedics;Joel D. Stein, DO	4109 N Federal Hwy	Ft. Lauderdale, FL 33308	954-563-2707
Inst. for Non Surgical Orthopedics;Jose J Diaz, DO	4109 N Federal Hwy	Ft. Lauderdale, FL 33308	954-563-2707
Inst. for Non Surgical Orthopedics;Steven Licata, DO	4109 N Federal Hwy	Ft. Lauderdale, FL 33308	954-563-2707

Radiology Services

Beaches Open MRI of Tamarac	7186 N University Drive	Tamarac, FL 33321	954-722-4500
CMI Plantation	150 NW 70th Ave # 1	Plantation, FL 33317	954-792-2674
Helix Medical Centers	750 S Federal Hwy	Deerfield Beach, FL 33441	954-421-8181
Hollywood Diagnostic Center	4224 Hollywood Blvd	Hollywood, FL 33021	954-966-3600
Windsor Imaging	4805 N Dixie Hwy	Oakland Park, FL 33334	954-771-6400

Hospitals and Out Patient Surgery Centers

Park Creek Surgery Center	6806 N State Rd 7	Coconut Creek, FL 33073	954-312-3505
Weston Outpatient Surgical Center	2229 N Commerce Pkwy	Weston, FL 33326	954-703-3000

Urgent Care Facilities

American Walk-In Physicians & Associates	6870 Dykes Road	Southwest Ranches, FL 33331	954-434-1010
Doctors 365 Urgent Care	1368 N University Dr	Plantation, FL 33322	954-577-0001

Physical Therapy and Rehabilitative Services

McNamara Chiropractic Center	3320 N Federal Hwy	Lighthouse Point, FL 33064	954-943-1100
Therapeutic Resources, Inc	5450 W Hillsboro Blvd #9	Coconut Creek, FL 33073	954-725-9125

Dentists

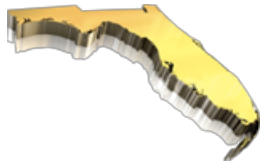
Martin A Swartz, DDS, PA	2500 E Hallandale Beach Blvd	Hallandale Beach, FL 33009	954-456-4411
--------------------------	------------------------------	----------------------------	--------------

Ambulance Services

American Ambulance	P. O Box 221178	Hollywood, FL 33022	954-714-8080
--------------------	-----------------	---------------------	--------------

Orthopaedic Appliances

Visit School Insurance of Florida for the most up to date listing of providers. The listing is subject to change and the insured should check with the provider to be sure they are participating. The insured should ask what charges if any the patient will be responsible to pay, if any.



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Insurance Plan Options and How To Enroll

****Please download and read a summary of insurance for a more complete listing of policy benefits, terms and provisions.****

HOW TO ENROLL: [Click here to purchase insurance NOW!](#)

You can *enroll immediately online* or by downloading the enrollment application. Make check or money order in the exact amount payable to School Insurance of Florida. Write the student's name and school in the memo section of your check or money order. Mail your [enrollment application](#) and payment to School Insurance of Florida. Keep your cancelled check or money order receipt as your confirmation of payment. Insurance cards will not be sent to you unless you request an I.D. card and enclose a self-addressed, stamped envelope for us to mail the I.D. card to you. Keep the top part of the form for your records. No premium refunds after the first day of coverage.

Please choose from **ONE** of the following two options:

OPTION 1. 24 Hour Basic Accident Insurance Plan: Provides protection during school sponsored, school supervised, school scheduled interscholastic sports and activities during the regular school term and also while at home, on the weekends, holidays, during vacation periods and the summer months, 24 hours a day, 7 days a week (this option does not provide coverage for tackle football practices and games). The 24 Hour plans always terminate on the first day of school for the next school term in August. [Click Here to watch and learn the advantages of School Insurance!](#)

24 Hour Protection **Basic Plan: \$48.00** **Enhanced Plan: \$150.00** [Purchase Insurance NOW!](#)

OPTION 2. School Time Basic Accident Insurance Plan: Provides protection only during school sponsored, school supervised, school scheduled, classes, interscholastic sports and activities during the regular school term. Does not provide coverage at home, during vacation periods or for tackle football practices and games. The School Time Plans always terminate on the last day of school for the regular school term.

School Time Protection **Basic Plan: \$10.00** **Enhanced Plan: \$26.00**

Additional Benefit Option: You must purchase either the 24 Hour or School-Time plan to be eligible for In-hospital Sickness Benefit Plan.

In-Hospital Sickness Benefit Option: Provides up to \$500.00 per day of in-hospital confinement benefits if your child is hospitalized due to a covered illness or disease, up to a maximum policy benefit of \$5,000.00 for up to a 12-month period of coverage. No benefits are payable for out-patient expenses. The coverage is effective during the school term and upcoming summer months. For late enrollments there are no pro-rated discounts. IN-HOSPITAL SICKNESS COVERAGE **\$40.00**

2012-2013 Tackle Football for Broward County Public Schools

Note: Private Schools and Charter Schools are not eligible for the tackle football student accident

insurance. The Broward County Public School tackle football application is available for the **2012-2013** season. Coverage will not begin until **August, 2012**. The tackle football plans do not provide coverage during the summer months. Please read the application for a summary of policy terms, benefits and effective dates.

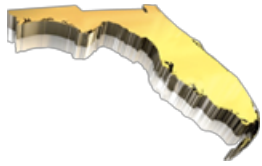
BASIC TACKLE FOOTBALL RATE: \$95.00 ENHANCED PLAN RATE: \$195.00

COVERAGE EFFECTIVE AND TERMINATION DATES: Coverage under the Student Accident Insurance Policy becomes effective on the later of the following dates: 1. At 11:59 P.M. (EST.) on the date completed application and premium payment is postmarked by the USA postal service or if no postmark, received by School Insurance of Florida's office, or; 2. At 12:01 A.M. (EST.) on the first day of scheduled school classes for the **2012-2013** regular school term. Coverage will be effective during FHSAA sanctioned, school organized and school supervised pre-season interscholastic sports practice sessions in **August 2012** provided the student insurance coverage application and applicable premium payment is received by School Insurance of Florida's office prior to the time and date of an **August 2012** pre-season interscholastic sports practice injury. No policy benefits are available for treatment of injuries or the recurrence or aggravation of injuries or conditions that occurred prior to the policy effective date.

The School Time Plan will terminate on the last day of school and the 24 Hour Plan will terminate on the last day of summer in **August, 2013**. Please read a summary of insurance for more complete policy terms, benefits, provisions and exclusions. The tackle football coverage does not provide any coverage for private schools, charter schools, private leagues or private football camps.



Copyright © 2012 School Insurance of Florida. All Rights Reserved.
Privacy Policy | Terms and Conditions



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language ▼

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Policy Provisions, Definitions and Exclusions

The Summary of Insurance summarizes the policy provisions and benefits. This policy will not pay 100% of all incurred medical expenses. Policy limits and exclusions apply. Policy benefits are payable, subject to the limits specified below, for accidental bodily injury resulting from a covered accident (or covered illness if the optional In-Hospital Sickness Benefit Option is purchased). The company will pay the reasonable cost of covered eligible medical charges not to exceed the maximum benefits listed in the policy (summarized in this website). The maximum benefit payable for any one covered accident is \$25,000.00. The maximum payable under the optional In-Hospital Sickness Benefit Option is \$5,000.00 in the aggregate for all covered in-hospital expenses due to covered illness or disease. First medical treatment by a licensed physician or dentist for a covered condition must be obtained within **thirty (30)** days from the original date of the covered injury or condition to be eligible for policy benefits. The company will pay for covered medical charges for treatment and care rendered within 52 weeks after the date of a covered accident or condition.

POLICY DEFINITIONS

“Covered Accident” means bodily injury of the insured that results directly and independently of all other causes from a covered accident occurring while the policy is in force. Self-inflicted injuries caused by prolonged over exertion, stress or strain, or disease process or aggravation of an existing condition is expressly excluded from coverage under the accident policy.

“Covered Charges” means reasonable charges which are not in excess of usual and customary charges; not in excess of the maximum benefit amount payable for services specified below; services and supplies which are not excluded from coverage; and services and supplies which are a medical necessity for treatment of the covered accident. “Pre-Existing Condition” means any physical condition for which the existence of symptoms would cause a normally prudent person to seek medical care or advice. Physical condition includes any complication or residual of a prior illness, condition or disease the person was advised or treated for in the six (6) months before the effective date of the Insured’s coverage under the policy. “Sickness” means an illness or disease for which symptoms first originate and for which medical treatment is rendered by a physician while this Endorsement is in force. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness. “Hospital” means a licensed or properly accredited general hospital which is open at all times and operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients under the supervision of one (1) or more legally qualified physicians available at all times with continuous, twenty-four (24) hour nursing services by Registered Nurses on duty or call. “Hospital” does not mean a facility that is primarily a clinic, nursing, rest or convalescent home, or an institution specializing in or primarily treating mental or nervous disorders, alcoholics or drug addicts. “At-School Accident Coverage” applies while a covered person is in attendance at the school during the hours and on the days that school is in session; participating in activities, except as a spectator, which are exclusively school-funded, school-sponsored, school-supervised and scheduled by the school on or away from school premises, during or after school hours or school-sponsored religious instruction; traveling directly and without interruption to or from the covered person’s residence and the school for regular school sessions or such travel time as is required, how-ever, not to exceed one (1) hour before the regular school classes begin and not more than one (1) hour after school is dismissed; while a covered person is participating in a school-scheduled, school-sanctioned interscholastic sports practice or competition at or away from school premises (except grades 9th, 10th, 11th and 12th grade tackle football). “24-Hour Accident Coverage” includes “At-School Coverage” and extends coverage to twenty-four (24) hours per day while a covered person is at home, school or on vacation. Under the 24-hour coverage plan, the same benefits, limitations and exclusions of the “At-School Coverage” plan will apply. No benefits are payable for injuries while practicing for or participating in 9th, 10th, 11th and 12th grade tackle football. Additional policy terms and provisions apply which are stated in the Master Blanket Accident Insurance Policy issued to the school district and on file for your review. “Effects of Other Coverage” means the insurance cover-age provided under the policy shall be “EXCESS” to any other collectible insurance or plans, including but not limited to auto P.I.P. and auto medical payments, HMOs or PPOs, subject to limits stated in the policy when total charges for treatment of a covered accident are in excess of \$300.00. Third party subrogation rights are reserved. Total payments by all insurance plans, including HMOs or PPOs, shall never exceed the total medical expenses incurred.

EXCLUSIONS - WHAT THE POLICY DOES NOT COVER

1. The practice or play of interscholastic tackle football including travel to or from such practice or play if the student is enrolled in the 9th, 10th, 11th, or 12th grades, unless the player has paid the required extra premium. Participation in any organized sports camps, league practices or competitions that are not exclusively funded, sponsored, scheduled and supervised by the Member school district Board of Education to which the Policy is issued. Participation in organized classes, practices or competitions in boxing, wrestling, self-defense, or martial arts, including but not limited to Karate, Aikido, Tae Kwon Do, Jujitsu, Kung Fu, kickboxing or weapons training unless the organized program is exclusively sponsored, funded, and scheduled by the Member school district Board of Education to which the Policy is issued, and directly supervised by a Member school employee.
2. Damage to other than whole, sound, vital and natural teeth or to existing dental bridges, crowns, restorations or braces; orthodontic procedure and services. Treatment for injury or fracture of tooth caused either by decay, infection or the breakdown of a dental restoration.
3. Pathological fractures, stress fractures, boils, athlete's foot, impetigo or similar skin infection, rashes, poisonous vegetation reactions, warts, blisters, calluses, cramps, muscle spasms, allergies or allergic reactions, ingrown nails, appendicitis, hernia of any kind, however caused; infections occurring other than as a result of such injury; detached retina; or psychiatric care.
4. Any form of illness, sickness or disease including but not limited to the following: Perthes' Disease, Osgood-Schlatter's Disease, Osteomyelitis, Osteochondritis, Osteogenesis Imperfecta, Slipped Capital Femoral Epiphysis, Thrombophlebitis, Hysterical Reactions, or similar conditions (unless the In-Hospital Sickness Benefit Option is purchased).
5. Any form of fighting or brawling or criminal or felonious assault or the Insured being engaged in an illegal occupation.
6. Services or treatment rendered as a part of the member school service by a hospital, physician, or person employed or retained by the member, or by a person related to the Insured by blood or marriage.
7. Riding in or on, being struck by, being towed by, boarding or alighting from, or operating any motorized or engine-driven vehicle. Eligible medical expenses not collectible from other valid coverage will be payable up to \$1,500.00.
8. Intentionally self-inflicted injury.
9. War or any act of war (raids by air, land or sea shall be deemed act of war), civil disobedience, plots or insurrection.
10. Injuries sustained by the Insured for which benefits are payable under any Workers' Compensation or Employer Liability Laws, or while engaging in activity for monetary gain from sources other than the Member.
11. Aviation in any form except while the Insured is riding as a passenger in a licensed airplane provided by an incorporated passenger carrier on a regularly scheduled passenger flight and route.
12. Riding in or on, being struck by, being towed by, boarding or alighting from, or operating any snowmobile, all-terrain vehicle, or two (2) or three (3) wheeled motor vehicle.
13. The use of or while under the influence of drugs unless administered as prescribed by a physician.
14. The existence or aggravation of physical or mental infirmity, condition or disease, whether infectious, congenital, secondary or acquired in origin. Conditions or the aggravation of conditions that originated prior to the Insured's Effective Date.
15. Expense resulting from participating in activities for which benefits would be payable, in the absence of this insurance, under any high school or association-sponsored catastrophe sports accident policy or trust fund is expressly excluded from coverage.
16. Snow skiing, snow tubing, snowboarding, water skiing, wake boarding, surf boarding, hydro-sliding, jet skiing or using any "personal watercraft" as defined by Florida statutes. Injury as a result of skate boarding.
17. Prescription drugs, injections, miscellaneous supplies and medications, except those administered while hospital-confined or when treated in the emergency room.
18. Any expense for which a benefit is not listed.

Additional exclusions for the optional In-Hospital Sickness Benefit: No benefits payable due to pregnancy, child birth, abortion, drug or alcohol intoxication, addiction or treatment expense; mental illness, emotional disorders, or psychiatric care; dental care for any cause including TMJ; any out-patient visit, treatment of service; any pre-existing condition or recurrence thereof; any expense due to accidental bodily injury.

This Policy is "Excess Coverage" which means if you have other insurance, an HMO or PPO that is also in effect, this policy will consider payment of eligible medical expenses after your other insurance has provided their full payments. You must file a claim with your other primary insurance to be eligible to receive benefits from this accident insurance policy. If you do not have other primary insurance, this policy will pay up to the specified limits of selected policy plan.

A certificate of insurance summarizes the provisions and benefits of the policy #09-0136-2013 (files form #LRS-8985-0100-FL). Any difference between the policy and the certificate will be settled according to the provisions of the policy.



Copyright © 2012 School Insurance of Florida. All Rights Reserved.
[Privacy Policy](#) | [Terms and Conditions](#)



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: How To File a Claim

Obtain a claim reporting form from your school or download one from this website. Complete the form and mail to School Insurance of Florida, P. O. Box 784268, Winter Garden, FL 34778-4268. For additional information call 1-800-432-6915.

Important Information:

1) This coverage is secondary, **EXCESS** insurance, [Download Summary of Insurance Benefits](#). You must file a claim with your primary family insurance first. If your son or daughter has an accident at school and you have purchased the student insurance program, please obtain a claim form from the school principal's office or the athletic office where your son or daughter attends school.

2) **Part B** of the claim form will need to be filled out by the school official if the injury happened at school. The Parent is required to complete **Part A** and mail to *School Insurance of Florida's* claim office. Please follow the instructions printed on the claim form.

- [Download Claim Form](#)
- [Download Claim Form - Spanish](#)
- [Preferred Provider Listing](#)

3) You will need to attach copies of all itemized medical bills. If you have other primary insurance you will need to file a claim with your primary insurance carrier and include a copy of the letter or statement from your primary insurance indicating the payments provided by them or their reasons for refusal to pay benefits to you.

4) It is the Parent/Legal Guardian's responsibility to file a claim within 90 days from the date of accident. The school is not responsible for filing claims. However, they will provide you with a claim form or you can download one from this website or contact School Insurance of Florida to obtain a claim form. Please forward the completed claim form to School Insurance of Florida no later than 90 days after the date of accident to be eligible to receive any available policy benefits. You must file a claim with any other primary insurance, even if you have a deductible. This includes HSA, HMO or PPO plans.

WE CANNOT ACCEPT CLAIMS SUBMITTED ON-LINE because a school official's signature and the parent/legal guardian signature are needed on the form. You only need to submit ONE completed claim form for each accident. You do not have to send another claim form if you are submitting additional bills that come in later. **PLEASE DO NOT CALL THE SCHOOL ABOUT THE STATUS OF A CLAIM PAYMENT OR TO ASK QUESTIONS ABOUT COVERAGE.** Contact: **SCHOOL INSURANCE OF FLORIDA** if you need answers to claim or coverage issues. The school does not keep records regarding claims. All claims are processed by School Insurance of Florida's claim office.

When contacting *School Insurance of Florida's* office about a claim, please state the full name of your injured son or daughter and the SCHOOL DISTRICT where he or she attends school. We need the school name to reference the claim information for you. Generally, valid claims are processed within 7 working days after receipt of completed claim information.

FLORIDA LAW STATES: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an enrollment form containing any false or incomplete, or misleading information is guilty of a felony of the third degree.



Copyright © 2013 School Insurance of Florida. All Rights Reserved.
Privacy Policy | Terms and Conditions



School Insurance of Florida

Insuring Florida's kids for over 40 years.

[Click Here to Purchase Insurance Now!!](#)

Affordable Insurance Protection!

Select Language

Powered by [Google Translate](#)

[Home](#)

[Important Links](#)

[About Us](#)

[Contact Us](#)

[Create New Visitor Account](#)

Parents & Students

Broward County Public Schools: Frequently Asked Questions

◆ **Why should I buy the school insurance?** [Purchase Insurance Online Now - Click Here](#)

The school district is not obligated to pay for medical expenses due to school related accidents. Parents must assume financial responsibility for their children's medical expenses for accidents that may occur due to no fault of the school. Purchasing the low cost student accident insurance policy can help pay some of the doctor, hospital and other medical bills due to accidental injuries.

◆ **Why should I buy this insurance if I already have family insurance or coverage through an HMO, PPO or my place of employment?**

The school insurance program is a low cost way for parents to supplement their existing insurance policies and help pay some of the "out-of-pocket" deductibles or other medical expenses not covered by your family or employer provided insurance plans. The school insurance plan can blend with your family insurance policy. If you purchase the school insurance plan as a supplement to your other primary insurance, you can file a claim with your other primary insurance and then be eligible for supplemental benefits from the school insurance policy. The student insurance plan is not intended to duplicate or replace your primary insurance plan. However, it could provide a low cost way to pay for some of the medical costs not covered by your primary insurance plan.

◆ **If my son or daughter wants to participate in school sports are we required to purchase this basic student insurance coverage from School Insurance of Florida?**

NO. However, all students that want to participate in school sports must show proof of basic insurance coverage to the school coach before they will be allowed to participate in sports practices and games. [Purchasing the student accident insurance](#) plans offered by School Insurance of Florida can serve as proof of basic coverage; or you may elect to show your family or employer provided insurance policy or ID card as valid evidence of coverage. You may also purchase your own private insurance coverage.

◆ **Who is eligible to be covered by the school insurance plan?**

The school insurance plan is available only to students enrolled in The Broward County Public School District in grades Kindergarten through 12th grade. The plan can also be purchased by students attending the vocational technical schools and the "before and after-school programs" that are sponsored, funded, scheduled and directly supervised by The Broward County Public School Board. If an application is received for a person that is not eligible for coverage, the insurance company's only obligation is to return the insurance payment to the ineligible person applying for coverage. No claims can be paid for ineligible applicants. **Private Schools and Charter Schools are not covered under the tackle football program. Therefore do not enroll in the football options if you are Charter or Private School student.**

Coverage under the School Time Basic Accident Insurance Plan is effective only while students are participating in activities that are exclusively school sponsored, school scheduled, school supervised and school funded during the regular school term.

◆ **What does the school insurance plan cover?**

A detailed description of the [benefits, limitations, exclusions](#), terms and cost options are provided in a descriptive insurance brochure available from your school. Or, you can download the insurance brochure from this website. [“Download Application/Summary of Insurance”](#)

◆ **What is the difference between the 24-Hour Basic Accident Insurance Plan and the School Time Basic Accident Insurance Plan?**

The 24-Hour Basic Accident Insurance Plan provides protection for students 24 hours a day, seven days a week, while at school, during school sponsored and school supervised activities, and also while students are at home, on the weekends, during holidays and vacation periods and during the summer months in the United States. Coverage under the 24 Hour Plan stops after the last day of summer for the **2012-2013** school term, **August 2013**.

The School Time Basic Accident Insurance Plan provides protection only during school sponsored, school supervised, school funded classes and activities during the regular school term. Coverage under the School Time Plan stops after the last day of classes for the **2012-2013** school term, **June 2013**.

The school time plan and the 24 hour plans do not provide any coverage for football practices or games. Please contact your school coach for football information.

◆ **Does the School Time or 24 Hour Accident Insurance Plans cover senior high school tackle football injuries?**

NO! The School Time and 24 Hour Accident will provide coverage for other interscholastic school sports practices and competition, (except senior high tackle football) while under the direct supervision of a school coach during the regular school term.

Tackle Football Accident Insurance may be purchased separately for an additional cost. Please contact your school athletic office for a football insurance enrollment application, or download one from this website, that explains the football rates and coverage options. **Football Accident Insurance does not provide coverage during any activity except Broward Public School football practices and games during the regular school term. No coverage is provided during the summer, or for any summer football camps or leagues. Important Note: Private Schools, Charter Schools and Academies are not eligible to purchase the football coverage. Please contact your school coach.**

◆ **Do the school insurance plans cover all medical expenses, including visits to the doctor and hospital?**

The school insurance policy may not pay for 100% of all medical expenses due to the [limits of the policy](#) as described in the student enrollment application. The insurance company does not have control over the amounts charged by doctors, hospitals and other medical service providers. The payment of benefits that you will receive from the school insurance policy will be based on the plan you select as stated in the school insurance enrollment application. Specific policy limits, terms and provisions that affect your benefit levels are explained in the school insurance enrollment application.

[Purchase Insurance Online Now - Click Here](#)

◆ **Do the school accident insurance plans cover medical expenses due to an illness or sickness?**

NO. The 24-Hour Basic Accident Insurance Plan and the School Time Basic Accident Insurance Plan provide benefits only for covered medical expenses due to accidental bodily injury. No benefits are payable for any form of a sickness, illness or disease. However, you can purchase the In-Hospital Sickness Benefit Option as explained in the School Insurance of Florida enrollment brochure. (Please read the insurance brochure for complete details about the In-Hospital Sickness Benefit Option.)

◆ **Does the In-Hospital Sickness Benefit Option cover outpatient treatment at the hospital or visits to the doctor's office?**

The In-Hospital Sickness Benefit Option only provides benefits if your child is hospitalized overnight as

an inpatient due to a covered illness or disease. No benefits are available for outpatient medical expenses or visits to the doctor's office for illness, sickness or disease treatment. (Please read the [insurance brochure](#) for complete details about the In-Hospital Sickness Benefit Option.)

◆ **How can I obtain an insurance identification card for my child after I purchase the school insurance plan?**

To obtain an insurance card, write to School Insurance of Florida, P.O. Box 784268, Winter Garden, Florida 34778-4268, and indicate the full name of your child, the school he or she attends, and the name of the County where you reside. You must also include a self-addressed, stamped envelope along with your request for an ID card. You may also email the company and they will reply within 3 business days. If you choose to enroll on-line, you will receive an ID confirmation after your enrollment is processed and charge account is validated.

◆ **Can I enroll my child in the school insurance plan by phone or on-line?**

You can choose to enroll by directly mailing the enrollment form and payment to School Insurance of Florida; or you can enroll on-line. School Insurance of Florida cannot accept enrollments or bind coverage over the telephone or by fax.

◆ **When will the policy take effect and how long will coverage continue?**

Coverage under the Student Accident Insurance Policy becomes effective on the later of the following dates: 1. At 11:59 P.M. (EST.) on the date completed application and premium payment is postmarked by the USA postal service or if no postmark, received by School Insurance of Florida's office, or; 2. At 12:01 A.M. (EST.) on the first day of scheduled school classes for the **2012-2013** regular school term. Coverage will be effective during FHSAA sanctioned, school organized and school supervised pre-season interscholastic sports practice sessions in **August 2012** provided the student insurance coverage application and applicable premium payment is received by School Insurance of Florida's office prior to the time and date of an **August 2012** pre-season interscholastic sports practice injury. No policy benefits are available for treatment of injuries or the recurrence or aggravation of injuries or conditions that occurred prior to the policy effective date.

The School Time Plan will terminate on the last day of school and the 24 Hour Plan will terminate on the last day of summer in **August, 2013**. *Please read a summary of insurance for more complete policy terms, benefits, provisions and exclusions.* The tackle football coverage does not provide any coverage for private schools, charter schools, private leagues or private football camps.

◆ **Can students enroll in the school insurance plan at any time during the school year?**

YES. Students can enroll at any time during the year. However, coverage does not take effect until School Insurance of Florida receives your application and payment. So, you should enroll your child as early as possible. No discounts are available for late enrollees. No Refunds are permitted after the first day of coverage.

◆ **If my son or daughter is injured, do I have to take them to a specific hospital or doctor to receive benefits under the school insurance policy?**

NO. You may seek medical treatment from any licensed hospital or licensed physician and be eligible to receive any available [policy benefits](#). The School Insurance of Florida policy benefits may not cover all the medical expenses. You should ask your doctor or hospital if they are willing to accept the School Insurance of Florida policy benefits as payment in full, or will you be required to pay for treatment charges not covered by the insurance program.

[Click Here for a list of preferred providers](#)

◆ **[How do I file a claim?](#)**

You must file a claim with School Insurance of Florida within 90 days from the date of accident to be eligible for policy benefits. Obtain a claim form from the school office or you can [Download a Claim](#)

[Form'](#) from the School Insurance of Florida website.

Carefully follow the instructions on the claim form and MAIL the completed claim form along with copies of medical bills to:

School Insurance of Florida P.O. Box 784268 Winter Garden, Florida 34778-4268.

Please Note: If you have other primary family insurance or insurance through your employer you must first file a claim with your primary insurance, HMO or PPO. Then mail your claim to School Insurance of Florida along with a copy of the worksheet from your primary source of coverage indicating that all bills were submitted to them and what your primary insurance will or will not pay. If you have questions concerning claims, please contact School Insurance of Florida's office at 1-800-432-6915. **Do not contact the school regarding claim issues. The school does not keep records regarding claims and will not be able to answer claim questions. Please contact School Insurance of Florida for all questions regarding claims or any questions regarding insurance coverage.**

◆ **What is the name of the insurance company that backs the school insurance plan? Is the insurance company financially sound?**

The school insurance plans are insured by The Reliance Standard Life Insurance Company. The insurance company has assets in excess of \$2 billion and has a rating of 'A Excellent' by an independent insurance company rating firm. Claims are handled by School Insurance of Florida's office in Winter Garden, Florida.



Copyright © 2013 School Insurance of Florida. All Rights Reserved.
Privacy Policy | Terms and Conditions

ATTACHMENT K

K1 HISTORIC LOSSES
By: Arthur J. Gallagher

K2 CURRENT POLICY & ENDORSEMENTS
Insurer: National Union Fire Insurance Company of Pittsburg, PA.
Agent: Arthur J. Gallagher

MULTYEAR

PAGE 1

MULTIPLE YEAR HOLDER LOSS REPORT AS OF 12/12/12

POLICY HOLDER - SCHOOL BOARD OF BROWARD CO FLORIDA
 HOLDER # - 020819000
 STATE - FL

POLICY #	POLICY YRS	PREMIUM	CLAIMS	LOSS RATIO
-----	-----	-----	-----	-----
AIC0015809	08-09	61,119.00	.00	.0
AIC0015800	09-10	59,680.00	.00	.0
CHC0015801	10-11	55,456.00	.00	.0
CHC0015802	11-12	55,456.00	.00	.0
CHC0015803	12-13	55,456.00	.00	.0

Underwritten By: National Union Fire Insurance Company of Pittsburgh, Pa.

ADDENDUM

Reference No. JRG9493125 Policy No. CHC 0015803

Name of Policyholder: The School Board of Broward County, Florida

Address: 600 SE 3rd Avenue City: Fort Lauderdale State: Florida Zip Code: 33301

Estimated Total Enrollment: _____ Grades Included: 7-12

of Jr. Highs: 42 # of Jr. Highs w/ Football: 0 # of Sr. Highs: 29 # of Sr. Highs w/ Football: 29

CLASSIFICATION OF ELIGIBLE PERSONS: Including Football Excluding Football

Class I: All enrolled students of the Policyholder.

Class II: All interscholastic athletes, including interscholastic football (if selected above) and cheerleaders and participants of non-sport extracurricular activities of the Policyholder

Class III: All interscholastic athletes, including interscholastic football (if selected above), band members, cheerleaders, majorettes, participants of intramural sports, gym classes and non-sport extracurricular activities of the Policyholder. Junior High Senior High Junior High Senior High

(All three classes include Students Coaches, Managers and Trainers.)

BENEFITS:

Accident Medical Expense Benefit
Maximum Benefit Amount (per participant) \$1,000,000 \$2,000,000 \$2,500,000 \$6,000,000

Maximum Benefit Period - 10 Years Deductible \$25,000. Two year deductible incurral period.

Accidental Death and Dismemberment Benefits (Included)

Maximum Accidental Death Benefit Amount \$ 10,000

Maximum Accidental Dismemberment Benefit Amount \$ 20,000

Catastrophic Cash Benefit OPTION I OPTION II OPTION III
Maximum Benefit Amount \$500,000 \$750,000 \$1,000,000
Lump Sum After 6 Months \$100,000 \$150,000 \$200,000
Benefit Amount \$3,333.33/mo \$3,333.33/mo \$3,333.33/mo
Maximum Benefit Period 120 months 180 months 240 months

PREMIUM COMPUTATION:

Accident Medical Expense Benefit \$ 36,027.00

Catastrophic Cash Benefit \$ 19,429.00

Total Premium \$ 55,456.00

Effective Date: 7/1/12

Termination Date: 7/1/13

SPECIAL NOTES:

We hereby request from the Company, Catastrophe Accident Insurance coverage. We understand that insurance will be in force as of the effective date indicated above, if this Addendum is accepted by the Company and the required premium is received by the Company when due. We acknowledge that we have read, understood, and agreed to the terms and conditions of coverage as detailed in this document.

Authorized School Official's Signature: [Signature] Print Name: Aston A. Henry, Jr.

Title: Supervisor Risk Management Telephone: 754-321-1901 Date of Request: 6-19-2012

Agent Signature: [Signature] Print Name: James M. Greene

Agency Name: Arthur J. Gallagher Risk Management Services, Inc.

Tax I.D. #: 36-2102482

Address: 2255 Glades Road, Ste 400 E

City: Boca Raton State: Florida Zip Code: 33431

E-Mail: james.greene@ajg.com Telephone: 561-995-6706

THE MAKSIIN GROUP

Two Aquarium Drive, Suite 200
Camden, NJ 08103

(800)375-6826 Fax: (856)858-1121

www.maksiin.com

Agent Commission _____ New _____ Renewal RO _____ RO/SUB _____ SALES REP _____

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**
Reference Number: **SRG9493125**

BLANKET ACCIDENT INSURANCE POLICY

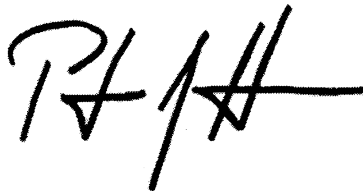
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

Non-Participating Policy

THIS POLICY CONTAINS A DEDUCTIBLE

EXCESS INSURANCE

TABLE OF CONTENTS

Definitions..... 3

Policy Effective and Termination Dates..... 3

Insured's Effective and Termination Dates..... 3

Premium..... 4

Benefits 4

 Maximum Amount..... 4

 Accidental Death Benefit..... 4

 Accidental Dismemberment Benefit..... 4

 Exposure and Disappearance 5

Limitations 5

 Limitation on Multiple Benefits..... 5

 Limitation on Multiple Covered Activities 5

Exclusions 5

Claims Provisions..... 6

General Provisions 7

DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Benefit Schedule - means the Benefit Schedule section of the Master Application.

Covered Activity (ies) - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

Injury - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

Immediate Family Member - means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date. Either the Company or the Policyholder may terminate this Policy on any premium due date by giving 30 days advance notice in writing to the other party. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Master Application; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED'S EFFECTIVE AND TERMINATION DATES

Effective Date. An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

Termination Date. An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the end of the period for which premiums have been paid; or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurs either before or after such termination if that loss results from an accident that occurred while the Insured's coverage was in force under this Policy.

PREMIUM

Premiums. Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

BENEFITS

Maximum Amount. As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule.

Accidental Death Benefit. If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

Accidental Dismemberment Benefit. If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

For Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
The Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand	25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

Exposure and Disappearance. If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

LIMITATIONS

Limitation on Multiple Benefits. If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Catastrophe Cash Benefit.

Limitation on Multiple Covered Activities. If an Insured Person's Injury is caused by an accident that occurs while the Insured is participating in more than one Covered Activity applicable to that Insured, and if the same Benefit applies to that Insured with respect to more than one such Covered Activity, then for Policy purposes the Maximum Amount for that Benefit for that Insured for that accident will be determined as though the accident occurred while the Insured was participating in only one such Covered Activity, the one with the largest Maximum Amount for that Benefit for that person.

EXCLUSIONS

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
3. the Insured's commission of or attempt to commit a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
 - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
8. any condition for which the Insured is paid benefits under any Workers' Compensation Act or similar law.
9. the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within 30 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Maksin Management Corp., P.O. Box 2648, Camden, NJ 08101-2648, with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Entire Contract; Changes. This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made

by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Incontestability. The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity With State Statutes. Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

New Entrants. This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

Misstatement of Age. If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

**MASTER APPLICATION FOR
BLANKET ACCIDENT INSURANCE POLICY**

Application is hereby made for a plan of accident insurance based on the following statements and representations:

1. **Identification of Policyholder:**

Name of Policyholder: **The School Board of Broward County, Florida**
 Address of Policyholder: **See Addendum**
 Policy Number: **CHC0015803**
 Reference Number: **SRG9493125**

2. **Classification of Eligible Persons:**

Class	Description of Class	Number of Covered Eligible Persons
See Addendum	See Addendum	See Addendum

3. **Policy Coverage:**

The plan per Covered Activity applicable to this Policyholder is as selected on the Addendum.

A. **Covered Activities:**

- i) **Sports:** While participating during the official season of the sport as a member of an interscholastic athletic team, including interscholastic football, cheerleading and non-sport extracurricular activities of the Policyholder. Participation must be in a regularly scheduled and approved practice session or game of the Policyholder and under the supervision of proper adult authority of the Policyholder. This includes coverage for travel directly and uninterrupted to or from the above with other members of the team in a vehicle designated by the Policyholder and under the direct supervision of the proper adult authority of the Policyholder.

B. **Benefit Schedule:**

CLASS II

Accidental Death Benefit

Maximum Amount	\$10,000
Loss Period	365 Days

Seat Belt and Air Bag Benefit

Seat Belt Maximum Amount	\$5,000
Air Bag Maximum Amount	\$5,000

Accidental Dismemberment Benefit

Maximum Amount	\$20,000
Loss Period	365 Days

Accident Medical Expense Benefit

Maximum Amount	\$6,000,000
Benefit Period	520 Weeks

Deductible Per Accident	\$25,000
Incurral Period	104 Weeks

Catastrophe Cash Benefit

Option I: Maximum Amount	\$500,000
Initial Lump Sum	\$100,000
Monthly Maximum Amount	\$3,333.33
Maximum Number of Months	120 Months

Brain Death Catastrophe Cash Benefit

Option I: Maximum Amount	\$100,000
--------------------------	-----------

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policyholder's coverage under the Policy as of the Policyholder Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
C11700DBG	Catastrophe Cash Benefit Rider
C11704DBG (Rev. 10/08)	Excess Benefits with Integrated Deductible Rider
C11715DBG	Seat Belt and Air Bag Benefit Rider
C11716DBG	Subrogation and Right of Recovery Endorsement
S30432DBG	Brain Death Catastrophe Cash Benefit Rider
S30433DBG	Payment of Claims Amendatory Endorsement
S30443DBG-FL	Penalty for Non-Compliance Amendatory Endorsement
S30549DBG-FL (Rev. 12/09)	Accident Medical Expense Benefit Rider
S30559DBG	Heart and/or Circulatory Benefit Rider
U40002-FL	Important Consumer Service Information Regarding Your Insurance
89644 (7/05)	Coverage Territory Endorsement

4. **Premiums:** See Addendum

5. **Policy Effective Date:** See Addendum

6. **Policy Termination Date:** See Addendum

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

See Addendum

Signed for the Policyholder

Title

Date

See Addendum

Signed by Licensed Resident Agent
(Where Required by Law)

(Florida License No.)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
 Policy Number: **CHC0015803**

CATASTROPHE CASH BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Catastrophe Cash Benefit. If Injury to the Insured results, within 180 days of the date of the accident that caused the Injury, in Paralysis or Coma, the Company will pay a benefit under the conditions described in this Rider. In order for a benefit to be payable under this Rider, the Paralysis or Coma must continue for a Waiting Period of 6 consecutive months, must be determined by a Physician to be permanent and irreversible at the end of that Waiting Period and must result in Disability. The benefit payable is based on the percentage of the Initial Lump Sum and Monthly Maximum Amount(s) shown below for the causes of Disability shown below.

Cause of Disability	Percentage of Initial Lump Sum and Monthly Maximum Amount(s)
Coma.....	100%
Paralysis of Two or More Limbs (Upper and/or Lower).....	100%
Paralysis of One Limb (Upper or Lower).....	50%
Paralysis of One or More Other Parts of the Body	See NOTE below.

NOTE: If the Insured's Paralysis is a part of the body other than a Limb, the percentage of the Maximum Amount used to determine the benefit payable will be adjusted in proportion to the comparable extent of Paralysis of the listed parts of the body. The final determination of comparable extent will be made through the use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.)

If the Insured suffers more than one cause of Disability as a result of the same accident, only one Percentage of the Maximum Amount, the largest for any one cause of Disability suffered by the Insured, will be used to determine the benefit payable.

The benefit payable is the percentage of the Initial Lump Sum Maximum Amount shown above, payable at the end of the Waiting Period; followed by a monthly benefit equal to the percentage of the Monthly Maximum Amount shown above, starting one month after the end of the Waiting Period. The monthly benefit is payable monthly as long as the Insured remains continuously Disabled due to the Paralysis or Coma, but ceases on the earliest of: (1) the date the Insured dies; or (2) the date the Insured is no longer Disabled due to the Paralysis or Coma; or (3) the date monthly Catastrophe Cash benefits have been paid for the Maximum Number of Months shown for the Catastrophe Cash Benefit in the Benefit Schedule for all Disabilities caused by the same accident.

Periods of Disability separated by less than 30 consecutive days will be considered one period of disability unless due to separate and unrelated causes.

The Company reserves the right, at the end of the Waiting Period (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the Insured is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at the expense of the Company.

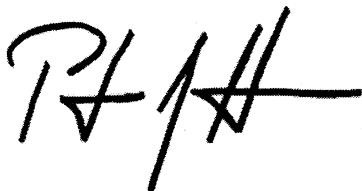
Coma - as used in this Rider, means a profound state of unconsciousness from which the Insured cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

Disabled/Disability - as used in this Rider, means that the Insured is unable while under the regular care of a Physician, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

Limb - as used in this Rider, means entire arm or entire leg.

Paralysis - as used in this Rider, means the complete loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature consisting of several large, bold, interconnected letters, likely representing the initials of the President.

President

A handwritten signature that appears to be the name 'Dei...' followed by a complex, scribbled flourish.

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

EXCESS BENEFITS WITH INTEGRATED DEDUCTIBLE RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Excess Benefits with Integrated Deductible. This Rider applies when an Insured has Accident Medical Expense, Heart and/or Circulatory Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made;

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

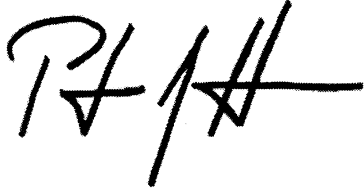
Right to Receive and Release Needed Information. The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

Facility of Payment and Right of Recovery. If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

Plan - as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

Allowable Expense - as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature in black ink, consisting of several bold, sweeping strokes.

President

A handwritten signature in black ink, appearing to start with a large 'D' followed by several loops and a final flourish.

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

SEAT BELT AND AIR BAG BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Seat Belt Benefit. The Company will pay 100% of the appropriate Maximum Amount under this Rider when the Insured suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt.

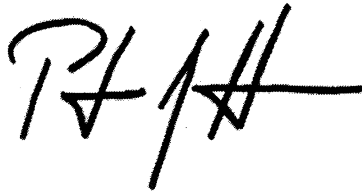
Air Bag Benefit. The Company will also pay 100% of the appropriate Maximum Amount under this Rider if a Seat Belt Benefit is payable under this Rider and if the Insured is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

Automobile - as used in this Rider, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Supplemental Restraint System - as used in this Rider, means an air bag which inflates for added protection to the head and chest areas.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
 Policy Number: **CHC0015803**

SUBROGATION AND RIGHT OF RECOVERY ENDORSEMENT

This Endorsement is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to benefits payable under the Policy on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The following section is added after the Exclusions section of the Policy:

SUBROGATION AND RIGHT OF RECOVERY

As a condition to receiving Accident Medical Expense benefits under this Policy, the Insured (or, if he or she is deceased, an authorized representative of the Insured) agrees, except as may be limited or prohibited by applicable law:

1. to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the injury or condition for which the Insured claims an entitlement to Policy benefits.

The Insured agrees that he or she will make a decision on pursuing any and all claims, causes of action and rights against any and all Third Parties and Coverage within 30 days of the date the Company requires that the Insured provide Notice of Claim for the injury or condition for which such Policy benefits are sought, and within such 30-day period will so notify the Company in writing. In the event the Insured decides not to pursue a claim, cause of action or right against a Third Party or Coverage, or fails to notify the Company of his or her intent to do so within such 30-day period, the Insured authorizes the Company to pursue, sue, compromise or settle any such claim, cause of action or right in his or her name, authorizes the Company to execute any and all documents necessary to pursue any such claim, cause of action or right, and agrees to cooperate fully with the Company in the prosecution of any such claim, cause of action or right.

If the Insured is a minor or is not competent to make this agreement, the legal guardian of the Insured's property makes the agreement on the Insured's behalf as a condition to receiving Accident Medical Expense benefits under this Policy on behalf of the Insured. If the Insured has no guardian for his or her property, the person or persons who, in the

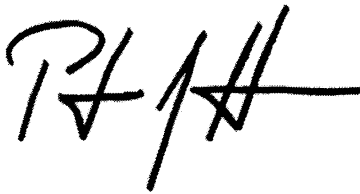
Company's opinion, have assumed the custody and support of the minor or responsibility for the incompetent person's affairs make the agreement on the Insured's behalf as a condition to receiving such benefits under this Policy on behalf of the Insured.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured against any Third Party or Coverage.

Coverage - as used in the Subrogation and Right of Recovery section of this Policy, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except this Policy). With respect to any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder, such fund or insurance policy will be considered Coverage only if the Policyholder's gross negligence has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits.

Third Party(ies) - as used in the Subrogation and Right of Recovery section of this Policy, means any person, corporation or other entity (except the Insured and the Company). The Policyholder will be considered a Third Party only if the Policyholder's gross negligence has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

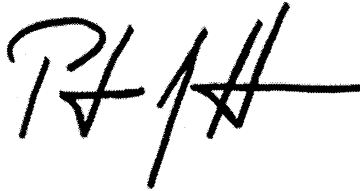
BRAIN DEATH CATASTROPHE CASH BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Brain Death Catastrophe Cash Benefit. If an Insured suffers an Injury that results in Brain Death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Lump Sum Benefit shown in the Master Application. In order for a benefit to be payable under this Rider, Brain Death must be determined and certified by a Physician.

Brain Death, as used in this Rider, means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

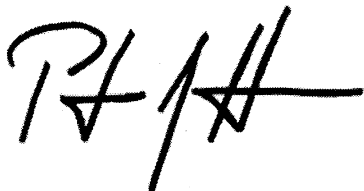
PAYMENT OF CLAIMS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The Payment of Claims provision applicable to the Policy is amended to include the following:

Payment of Claims. Upon receipt of due written proof of loss, benefit payments for charges incurred by the Insured for covered medical services may be made to the provider at the Company's option. If any such charges have been paid by the Insured, the benefit payment for those charges will be made to the Insured.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

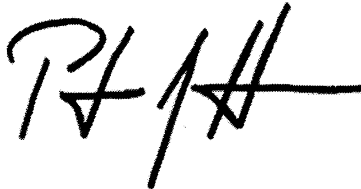
Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

PENALTY FOR NON-COMPLIANCE AMENDATORY ENDORSEMENT

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

In the event that an Insured is eligible under this Policy for benefits in excess of other coverage and the Insured has other coverage that is primary under a health maintenance organization, preferred provider organization or similar health service program, a penalty will apply if he or she does not use the facilities or services of the health maintenance organization, preferred provider organization or similar health service program. In such case, the benefits otherwise payable under the Excess provision in this Policy will be reduced by 50%. This reduction shall not apply to an Insured in connection with any treatment for which the health maintenance organization, preferred provider organization or similar health service program provides coverage as if the Insured used the facilities or services of the health maintenance organization, preferred provider organization or similar health service program.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Medical Expense Benefit. If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. The benefit is payable only for such charges incurred after the Deductible has been met. The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule. Benefits are then payable for charges incurred within (See Addendum) weeks after the date of the accident causing the Injury.

No expenses paid under this Benefit will be payable under any other Rider in the Policy.

Covered Accident Medical Service(s) - as used in this Rider, means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy;
8. occupational therapy;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
12. use of an Ambulatory Medical Center or Ambulatory Surgical Center;
13. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
14. ambulance service to or from a Hospital;
15. Any inpatient Hospital, Ambulatory Surgical Center and general anesthesia services or charges due to injury if the Insured:
 - (a) is under 8 years of age or is determined by a licensed dentist and the Insured's Physician to require necessary dental treatment or surgery in a Hospital or Ambulatory Surgical Center due to a significantly complex dental condition or a developmental disability in which patient management in the dental office has proved to be ineffective; or
 - (b) has one or more medical conditions that would create significant or undue medical risk for the Insured in the course of delivery of any necessary dental treatment or surgery if not rendered in a Hospital or Ambulatory Surgical Center.

Extension of Benefits.

S30549DBG-FL (Rev. 12/09)

BSR

If an Insured is Totally Disabled due to Injury on the date the Policy terminates, coverage will continue until the earliest of the end of the 90 day period following the date the Policy terminates, the date when the applicable Maximum Benefit Amount is reached and the date the Insured is no longer Totally Disabled.

Extension of Benefits for Dental Coverage

The Company will continue to pay Dental Benefits for a specific dental injury following the termination of the Insured's coverage under the Policy if all of the following conditions are met:

- (a) The course of treatment or dental procedures were recommended in writing by the Insured's Physician or dentist and began in connection with a specific accident that occurred while the Insured's coverage was in effect under the Policy.
- (b) The dental procedures were for other than routine examinations, prophylaxis, X-rays, sealants or orthodontic services.
- (c) The Insured's termination was not voluntary.

This Extension of Benefits for Dental Coverage will terminate on the earlier of:

- (a) The expiration of 90 days following the Insured's termination of coverage; and
- (b) The date the Insured becomes covered under the succeeding policy or contract providing coverage for similar dental procedures.

Definitions.

Ambulatory Medical Center - as used in this Rider, means a licensed facility providing ambulatory medical treatment, other than a Hospital, clinic or Physician's office.

Ambulatory Surgical Center – as used in this Rider, means a licensed facility providing ambulatory surgical treatment, other than a Hospital, clinic or Physician's office.

Deductible - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services, otherwise payable under this program, that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis or is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

Medically Necessary - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

Total Disability/Totally Disabled - as used in this Rider, means that the Insured is unable, while under the regular care of a Physician, to perform the material and substantial duties of his or her occupation. However, with respect to an Insured for whom an occupational definition of Total Disability/Totally Disabled is not appropriate, Total Disability/Totally Disabled means that the Insured is unable, while under the regular care of a Physician, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

Usual and Customary Charge(s) - means the charge which is the smallest of: (a) the actual charge of the Covered Service; (b) the charge usually made for a Covered Service by the provider who furnishes it; (c) the negotiated rate, if any; and (d) the survey by MDR of prevailing charges made for a Covered Service in the geographic area by those of similar professional standing, the results of which are used to develop a range of fees for each service.

“Geographic area” means the three digit zip code in which the service, procedure, devices, drugs, treatment or supplies are provided or a greater area, if necessary, to obtain a representative cross-section of charges for a like treatment, service, procedure, device, drug or supply

With respect to item (d) above, Usual and Customary Charges means the 80th percentile of the payment system in effect on the Effective Date shown in the Schedule of Benefits.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless due to a covered Injury;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement as a result of Injury up to the Dental Maximum shown in the Benefit Schedule;
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless due to a covered Injury;
4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless due to a covered Injury;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital;

10. plastic or cosmetic surgery, except for reconstructive surgery on an injured part of the body;

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature in black ink, consisting of several large, sweeping strokes.

President

A handwritten signature in black ink, appearing to start with the letter 'D' followed by several loops and a final flourish.

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

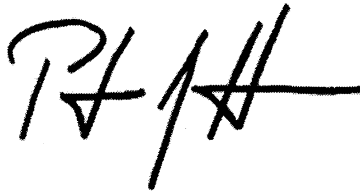
Policyholder: **The School Board of Broward County, Florida**
Policy Number: **CHC0015803**

HEART AND/OR CIRCULATORY BENEFIT RIDER

This Rider is attached to and made part of this Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to heart and/or circulatory malfunctions that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

Heart and/or Circulatory Benefit. If an Insured suffers a heart and/or circulatory malfunction that results in death as a direct result of participating in a Covered Activity, the Company will pay the Accidental Death Benefit provided that: (1) the symptom(s) of such malfunction(s) is (are) first medically treated while the Policy is in force with respect to such Insured and within 48 hours after such participation, and (2) such Insured has not, prior to the date of such participation in the Covered Activity, been diagnosed with, or received any medication for any myocardial infarction, angina pectoris, coronary thrombosis or a cerebral vascular incident.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

IMPORTANT CONSUMER SERVICE INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions or complaints, you may contact the insurance company issuing this insurance at the following address and telephone number:

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Customer Service

Accident & Health Claims Department

P.O. Box 25987

Shawnee Mission, KS 66225-5987

1-800-551-0824

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

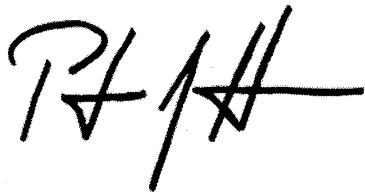
Endorsement Regarding The Office Of Foreign Assets Control

This endorsement, effective 12:01 A.M. on the Policy Effective Date shown in the Master Application of the policy forms a part of **Policy No. CHC0015803** issued to the Policyholder by National Union Fire Insurance Company of Pittsburgh, Pa.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:
<http://www.ustreas.gov/offices/eotffc/ofac>.

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.ustreas.gov/offices/eotffc/ofac/legal/forms/license.pdf> 4/08

Chartis U.S. Privacy and Data Security Notice

I. Your Privacy

In the course of conducting business, we collect information about you in order to properly service the products we sell to you. Accordingly, Chartis U.S. has established practices, procedures and system protections that are designed to help protect the privacy and security of your information.

About This Notice

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you, our Customer, personally. Examples of Personal Information include a first and last name, a home or other physical address, an email address, a credit card number, a driver's license number, or information on your physical condition or health status.

This Privacy and Data Security Notice outlines how we collect, handle, and disclose Personal Information about you. It applies only to your Personal Information obtained by the Companies listed at the end of this Notice, in connection with products or services with which you received this Notice which are primarily for personal, family, or household purposes in the United States.

Information Collection

We may collect Personal Information about you from applications, enrollment forms, your other interactions with us, our Affiliates, and when we process claims or other transactions in connection with the underwriting process. We may also collect Personal Information about you from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information about you only in accordance with applicable laws or regulations or in response to your request for a product or service from us.

Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

With our Affiliates: We may share customer information with our Affiliates. Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

- We may share your Personal Information with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
- We will not share your Personal Information that is of a financial nature with our Affiliates for marketing purposes without first providing you an opportunity to direct that such information not be shared.
- We will not share your Personal Information that is of a health nature with our Affiliates except as directed or authorized by you.

With Non-Affiliates: We may also share customer information with Non-Affiliated companies.

1. We may share your Personal Information with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
2. We may enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share customer information in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

II. Information Protection

We maintain physical, electronic, and procedural safeguards designed to protect your Personal Information. Only authorized employees, insurance agents and administrators are permitted to have access to that information.

We expect any Non-Affiliates that serve our Customers on our behalf to adhere to our privacy policy. Those non-affiliates are legally bound to use your Personal Information received from us only for the purposes for which it was provided and to not disclose it or use it in any other way. These Non-Affiliates are also subject to and governed by federal and state privacy laws and regulations. We are not responsible for their misuse of information.

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those individuals who need to use your Personal Information to provide products or services to you.

III. Maintaining Information

We also maintain procedures to ensure that the information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer
Chartis U.S.
175 Water Street, 17th Floor
New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@chartisinsurance.com**

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete any information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we refuse to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority with us and thus we will continue to monitor our privacy practices in order to protect and respect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

Although we may change this Privacy and Data Security Notice at any time, you will be notified of any changes as required by law.

AIG Casualty Company; American Home Assurance Company; American International South Insurance Company; Audubon Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; National Union Fire Insurance Company of Pittsburgh, Pa.; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; AIG Excess Liability Insurance Company Ltd.; American International Specialty Lines Insurance Company; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Vermont, other member companies of Chartis U.S., and American International Life Assurance Company of New York and AIG Life Insurance Company.



Accident & Health
A division of Chartis, Inc

HIPAA Privacy Notice
Administrative Offices
600 King Street, Wilmington, DE 19801

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

Our Duties

By law, Accident & Health, a division of Chartis, Inc., is required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the notice, we will provide you with a revised notice by mail.

Your Individual Rights

With respect to protected health information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures. However, we are not required to agree to a requested restriction;
2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
3. The right to inspect and copy your protected health information in our records, except for:
 - psychotherapy notes;
 - information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
 - protected health information that is subject to a law prohibiting access to that information; or
 - if the protected health information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law;

4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of your medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;

Accident & Health, a division of Chartis, Inc.

• National Union Fire Insurance Company of Pittsburgh, Pa. • The Insurance Company of the State of Pennsylvania
• American Home Assurance Company • AIG Life Insurance Company • American International Life Assurance Company of New York

5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:
- to carry out payment and health care operations as provided below;
 - for notification purposes, as provided by law;
 - for national security or intelligence purposes, as provided by law;
 - to correctional institutions or law enforcement officials, as provided by law; or
 - that occurred prior to April 14, 2003; and
6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

Uses and Disclosures of Protected Health Information

Under Federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- Treatment. We do not provide treatment.
- Payment. Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures under this section include (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- Operations. Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include (1) using protected health information to for the purpose of underwriting and calculating premium rates, (2) using protected health information to perform legal, actuarial, and auditing services, (3) disclosing protected health information when responding to complaints, and (4) use of protected health information for general data analysis and long term management and planning.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

- to you, as the covered individual;
- to a personal representative designated by you to receive protected health information or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the group health plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required for law enforcement purposes;
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

Complaints Regarding Your Privacy Rights

If you believe your privacy rights have been violated, you may complain to the Secretary of Health and Human Services or you may file a complaint with us. Address your complaint to HIPAA Privacy Officer, 600 King Street, 7th Floor, Wilmington, DE 19801. You will not be retaliated against by us for filing a complaint.

Contact Us

For further information regarding any matter covered by this notice, contact HIPAA Privacy Officer, Administrative Offices, 600 King Street, 7th Floor, Wilmington, DE 19801 or at 1-866-244-4786.

Effective Date

This notice becomes effective on April 14, 2003.

Accident & Health, a division of Chartis, Inc.

- National Union Fire Insurance Company of Pittsburgh, Pa.
- The Insurance Company of the State of Pennsylvania
- American Home Assurance Company
- AIG Life Insurance Company
- American International Life Assurance Company of New York

ATTACHMENT L

Statement of "No Response"

ATTACHMENT L, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP due date established within, to:

SBBC
 Supply Management & Logistics Department
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for "NO Response":
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____