



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-5.

MEETING DATE

2018-08-21 10:05 - Regular School Board Meeting

AGENDA ITEM

ITEMS

CATEGORY

E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☐ Yes

☒ No

TITLE:

Recommendation to Approve First Amendment to Agreement - 18-010V - Voluntary Supplemental Insurance for School Board Employees

## REQUESTED ACTION:

Approve the First Amendment to Agreement for the above-referenced Request for Proposal (RFP) BMG Money, Inc. Contract Term: January 1, 2018 through December 31, 2020, 3 Years; User Department: Benefits; Award Amount: None; Awarded Vendor(s): AFLAC; BMG Money, Inc.; Texas Life Insurance Company; U.S. Legal Services, Inc.; Washington National Insurance Company; Small/Minority/ Women Business Enterprise Vendor(s): None.

## SUMMARY EXPLANATION AND BACKGROUND:

RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees was awarded to AFLAC, BMG Money, Inc., Texas Life Insurance Company, U.S. Legal Services, Inc., and Washington National Insurance Company on August 22, 2017.

The First Amendment to the Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

## SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

## FINANCIAL IMPACT:

There is no financial impact to the District. Premiums are paid by School Board employees who elect to enroll in these plans.

## EXHIBITS: (List)

(1) Executive Summary (2) First Amendment to Agreement (3) Approved ARF 8-22-2017 RSBM E-3

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Dildra Martin-Ogburn

Phone: 754-321-3100

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

8/10/2018, 12:39:25 PM

Electronic Signature

Form #4189 Revised 08/04/2017  
RWR/ MLW/MCC/DMO:ch

Approved In Open  
Board Meeting On:

AUG 21 2018

By:

*Nora Ruper*  
School Board Chair

## **EXECUTIVE SUMMARY**

### **First Amendment to Agreement 18-010V - Voluntary Supplemental Insurance for School Board Employees**

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On August 22, 2017, the School Board awarded the following Voluntary Supplemental contracts:

- **AFLAC**
  - Accident, Term Life, Short Term Disability, Hospital Indemnity, Critical Illness
- **BMG Money, Inc.**
  - Consumer Loans
- **Combined Insurance Company of America**
  - Accident, Critical Illness and Life Insurance
- **Texas Life Insurance Company**
  - Voluntary Permanent Life Insurance
- **U.S. Legal Services, Inc.**
  - Pre-paid Legal Services
- **Washington National Insurance Company**
  - Cancer, Critical Illness, Accident, Life Insurance

On May 16, 2018, the Superintendent's Insurance & Wellness Advisory Committee (SIWAC) held its annual contract renewal meeting. The SIWAC voted unanimously to recommend approval of BMG Money, Inc.'s First Amendment to Agreement, which expands payment options, up to thirty-six (36) months, for employees who elect to obtain a consumer loan through BMG Money, Inc.

There is no cost to the School Board. Employees are responsible for all costs of Voluntary Supplemental products, should they elect to enroll in a Voluntary plan(s).

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 21<sup>st</sup> day of August, 2018, 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

### BMG MONEY, INC.

(hereinafter referred to as "BMG"),

whose principal place of business is

1221 Brickell Avenue, Suite 1170

Miami, Florida 33131

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees dated, December 15, 2016 and amended by Addendum Number One dated, December 23, 2016 (herein referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, BMG offered a proposal dated, February 9, 2017 RFP; (hereinafter referred to as "Proposal"), which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and BMG entered into an Agreement dated, August 22, 2017 (hereafter "Agreement") for Voluntary Supplemental Insurance for School Board Employees under RFP 18-010V; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement.

**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:

## ARTICLES

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

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement dated, August 22, 2017 the term of the Agreement is January 1, 2018 through December 31, 2020 (Initial Contract Period).

3.01 **Loan Repayment Options.** At the employee's option, loans may be repaid over a period of up to 36 months of payroll deductions. BMG agrees that employees will not be charged a penalty for early loan repayment.

4.01 **Order of Precedence Among Agreement Documents.** In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; then
- b) The Agreement dated, August 22, 2017; then
- c) Addendum Number One dated, December 23, 2016 to the RFP; then
- d) RFP 18-010V "Voluntary Supplemental Insurance for School Board Employees"; then
- e) The Proposal submitted by BMG in response to the RFP.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

5.01 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.


6.01 **Authority.** Each person signing this First Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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

SBBC


(Corporate Seal)

ATTEST:

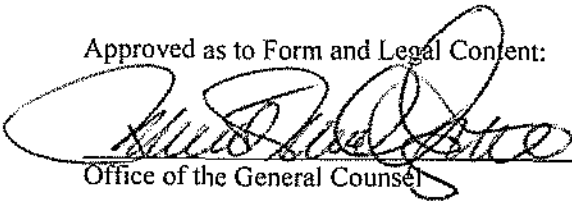
  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By

  
Nora Rupert, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

07/11/10

**FOR BMG**

(Corporate Seal)

ATTEST:

BMG Money, Inc.,

By [Signature]

Printed Name: Thomas C. McCormick

Title: Ch. Grant officer

\_\_\_\_\_, Secretary

-or-

Witness [Signature]  
DOSE PATRICK

Witness [Signature]  
SASON MANSBAULT

**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 Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2018 by Thomas McCormick of BMG Money, Inc., on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

He/She is personally known to me or produced FLDL/M265-823-71-174-0 as identification and did/did not first take an oath.

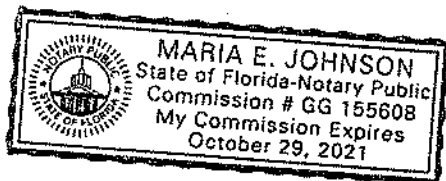
Type of Identification

My Commission Expires:

[Signature]  
Signature - Notary Public

Maria E. Johnson  
Printed Name of Notary

(SEAL)



October 29, 2021  
Notary's Commission No.



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-4.

MEETING DATE

2017-09-26 10:05 - THE SCHOOL BOARD OF BROWARD CO

AGENDA ITEM

ITEMS

CATEGORY

E. OFFICE OF STRATEGY &amp; OPERATIONS

DEPARTMENT

Procurement &amp; Warehousing Services

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

## TITLE:

Recommendation of \$500,000 or Less - 18-010V - Voluntary Supplemental Insurance for School Board Employees

## REQUESTED ACTION:

Approve the recommendation to award the contracts for the above referenced Request for Proposal (RFP). Contract Term: January 1, 2018 through December 31, 2020, 3 Years; User Department: Benefits and Employment Services; Award Amount: None; Awarded Vendor(s): Combined Insurance Company of America; Small/Minority/Women Business Enterprise Vendor(s): Jet Graphics.

## SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, received eight (8) proposals for RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees.

A copy of the RFP documents are available online at:

[http://www.broward.k12.fl.us/supply/agenda/18-010V\\_VoluntarySupplementalInsurance\\_REVISED-DMO1214.pdf](http://www.broward.k12.fl.us/supply/agenda/18-010V_VoluntarySupplementalInsurance_REVISED-DMO1214.pdf)

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

## SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

## FINANCIAL IMPACT:

There is no financial impact to the District. Premiums will be paid by School Board employees who elect to enroll in these plans.

## EXHIBITS: (List)

(1) Executive Summary (2) Agreement (3) Recommendation Tabulation 8-22-2017

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Dildra M. Ogburn

Phone: 754-321-3100

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

9/18/2017, 3:22:42 PM

Approved In Open  
Board Meeting On:

SEP 26 2017

By:

Atty M. Freedman  
School Board Chair

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/DMO:ch

## EXECUTIVE SUMMARY

### **Recommendation of \$500,000 or Less 18-010V - Voluntary Supplemental Insurance for School Board Employees**

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A draft Request for Proposal (RFP) Voluntary Supplemental Insurance for School Board Employees was developed and subsequently reviewed in a public meeting by the Superintendent's Insurance & Wellness Advisory Committee (SIWAC) on December 7, 2016. The RFP was released via DemandStar on December 15, 2016. The School Board of Broward County, Florida, received responses from eight (8) proposers for RFP 18-010V, Voluntary Supplemental Insurance for School Board Employees:

- AFLAC
- BMG Money, Inc.
- Combined Insurance Company of America
- Nationwide
- Legal Access Consulting, LLC, d/b/a LegalEase
- Texas Life Insurance Company
- U.S. Legal Services, Inc.
- Washington National Insurance Company

Seven (7) of the eight (8) proposals were evaluated by the SIWAC on March 29, 2017, based on Experience & Qualifications, Scope of Services, Cost, and Small/Minority/Women Business Enterprise (S/M/WBE). The proposal for LegalEase was rejected for failure to meet the minimum eligibility requirements of the RFP under Section 4.2.6. As a result of the scoring and ensuing negotiations for the remaining proposals, the SIWAC voted to recommend to the Superintendent the following awards:

- **AFLAC**
  - Accident, Term Life, Short Term Disability, Hospital Indemnity, Critical Illness
- **BMG Money, Inc.**
  - Consumer Loans
- **Combined Insurance Company of America**
  - Accident, Critical Illness and Life Insurance
- **Texas Life Insurance Company**
  - Voluntary Permanent Life Insurance
- **U.S. Legal Services, Inc.**
  - Pre-paid Legal Services
- **Washington National Insurance Company**
  - Cancer, Critical Illness, Accident, Life Insurance

The above-listed vendors, **with the exception of Combined Insurance Company of America (COMBINED)**, were awarded contracts on August 22, 2017. This request is to approve the contract for COMBINED.

Upon approval of this School Board item, the Voluntary Supplemental products noted above, inclusive of COMBINED, will continue to provide District employees with a wide range of supplemental benefits options.

There is no cost to the School Board. Employees are responsible for all costs of these Voluntary Supplemental products, should they elect to enroll in these plans.



**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 26<sup>th</sup> day of September, 2017, 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

**COMBINED INSURANCE COMPANY OF AMERICA**  
(hereinafter referred to as "COMBINED"),  
whose principal place of business is  
8750 W. Brynmawr Avenue  
Chicago, IL 60631

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-010V Voluntary Supplemental Insurance for School Board Employees dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016. (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, the SBBC is in need of certain products and services and has selected COMBINED to provide such products and services; and

**WHEREAS**, COMBINED is willing to provide such products and services to SBBC; offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and COMBINED desire to memorialize the terms and conditions of this Agreement to include references to the Application for Group Policy-Critical Illness; Application for Group Policy-Accident; Application for Group Policy-Lifetime Benefit Term, respectively attached as Exhibits A – C to this Agreement; and

**WHEREAS**, the SBBC and COMBINED desire to memorialize the terms and conditions of their Agreement.

**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 initial term of this Agreement shall commence on January 1, 2018 and conclude on December 31, 2020. The term of the Agreement may be extended by two (2) additional one-year periods. If needed, upon SBBC's sole option, after the initial contract period or any one-year renewal option, SBBC may exercise its option to extend the contract for 180 days beyond the expiration date of the renewal period, at a rate change not to exceed the CPI of the previous year.

2.02 **Minimum Eligibility.** COMBINED agrees to Section 4.0, Minimum Eligibility without any deviations.

2.03 **Direct Billing.** COMBINED agrees to provide direct billing for all employees that leave SBBC at no cost to SBBC on any products offered under this contract.

2.04 **Participation.** COMBINED agrees to waive any minimum participation requirements for all products covered under this Agreement.

2.05 **Section 125.** COMBINED agrees to offer all products on a post-tax basis.

2.06 **Employee Application.** COMBINED agrees to provide a copy of the employee's signed Application for elected product(s) at the time of signature. In addition, COMBINED agrees to provide SBBC with information needed for payroll deductions.

2.07 **Domestic Partners.** COMBINED agrees to offer, Accident, Critical Illness, and Life Insurance coverage to dependents and domestic partners at the same rates offered to SBBC employees.

2.08 **Self-Billing.** COMBINED agrees to accept SBBC's self-billing/remittance process without any deviations, provided however, that each payroll cycle, COMBINED will receive a form of deduction/reduction report, deduction register, or receipt file showing deductions made for employees enrolled in the consumer financial product plan. The file format of such report will be subject to the prior approval of SBBC. It will be the responsibility of COMBINED to provide SBBC with any discrepancies within 10 business days.

2.09 **Performance Standards.** COMBINED agrees to all of the performance standards as outlined in Attachment I to the Proposal submitted in response to the RFP by COMBINED, with the exception of the negotiated modifications listed below:

- Clean Claims processing

COMBINED further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.10 **Marketing.** COMBINED agrees to only market to SBBC employees the following products – Accident (both the Gold and Diamond Plans, on a 24-hour basis), Critical Illness, and Life Insurance plans, as more fully described in their proposal.

2.11 **Accident Benefits.** COMBINED agrees to offer an Accident Plan, as more fully described in their Proposal.

- COMBINED agrees to offer the following Physical Therapy Benefits:
  - Gold Plan at \$25.00 with 10 visits
  - Diamond Plan at \$50 with 10 visits
  - Additional riders are available, as more fully described in their proposal at the discretion of the employee and/or their dependent(s)

2.12 **Critical Illness Benefits.** COMBINED agrees to provide the following Plans/Benefits as more fully described in their Proposal:

2.13 **Life Insurance Benefits.** COMBINED agrees to offer a Life Insurance Plan(s), as more fully described in their proposal.

- COMBINED further agrees to cover all Benefit eligible employees who work 20 or more hours per week.

2.14 **Additional Documents.** SBBC and COMBINED, desire to enter into Group Application Policy Agreements. **Exhibit A - Application for Group Policy-Critical Illness; Exhibit B - Application for Group Policy-Accident and Exhibit C – Application for Group Policy-Lifetime Benefit Term.**

2.15 **Premiums.** COMBINED agrees to guarantee premium rates for the term of the Agreement. During the term of the Agreement. During the term of the Agreement, if the rates are changed for the entire block of business within the State of Florida, COMBINED agrees to provide at a minimum, 270 days' notice prior to the effective date of January 1<sup>st</sup>.

2.16 **M/WBE.** COMBINED will provide for MWBE participation as subsequently negotiated as follows:

- COMBINED agrees to allocate a total of \$500 per line of coverage (Accident, Critical Illness, and Life) for a total of \$1,500 annually for Jet Graphics.
- COMBINED also agrees to provide a 30 day written notice for substitution of an M/WBE vendor.

2.17 **Underwriting.** COMBINED has agreed to waive underwriting and pre-existing requirements for all accident coverage. Underwriting will still apply to critical illness and life insurance options.

2.18 **Commission Schedule:**

- Accident Plan Commission: First year at 70% and thereafter 5%
- Critical Illness Commission: First year at 70% and thereafter 10%

2.19 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: This Agreement  
Second: Addendum Number One [dated December 23, 2016] to the RFP;  
Third: RFP 18-010V "Voluntary Supplemental Insurance for School Board Employees";  
Fourth: The Proposal submitted in response to the RFP by COMBINED

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

2.20 **Inspection of COMBINED Records by SBBC.** *COMBINED* 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 *COMBINED* 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 *COMBINED* or any of *COMBINED*'s payees pursuant to this Agreement. *COMBINED*'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. *COMBINED*'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) **COMBINED's Records Defined.** For the purposes of this Agreement, the term "*COMBINED*'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 *COMBINED*'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 *COMBINED* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *COMBINED* 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 *COMBINED*'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 *COMBINED* 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 *COMBINED* 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 employees by *COMBINED* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *COMBINED*. If the audit discloses billings or charges to which *COMBINED* is not contractually entitled, *COMBINED* shall pay said sum to affected SBBC employees within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *COMBINED* 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 *COMBINED* 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 *COMBINED* pursuant to this Agreement and such excluded costs shall become the liability of *COMBINED*.

(h) Inspector General Audits. *COMBINED* 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.

2.21 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
	Broward County Public Schools
	600 Southeast Third Avenue, 10 <sup>th</sup> Floor
	Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services  
Broward County Public Schools  
7770 W. Oakland Park Boulevard – 1<sup>st</sup> Floor  
Sunrise, Florida 33351

To COMBINED: Chris Martin, President  
Combined Insurance Company of America  
1000 N. Milwaukee Avenue, 6<sup>th</sup> Floor  
Glenview, IL 60025

With a Copy to: Henry Trevor, AVP, Group Underwriting  
1000 N. Milwaukee Avenue, 6<sup>th</sup> Floor  
Combined Worksite Solutions  
Glenview, IL 60025

2.22 **Background Screening:** *COMBINED* 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 *COMBINED* or its personnel providing any services under the conditions described in the previous sentence. *COMBINED* 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 *COMBINED* and its personnel. The parties agree that the failure of *COMBINED* 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. *COMBINED* 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 *COMBINED*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.23 **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 *COMBINED*: *COMBINED* 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 *COMBINED*, its agents, servants or employees; the equipment of *COMBINED*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *COMBINED* or the negligence of *COMBINED*'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 *COMBINED*, 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.

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.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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.

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.

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.

**SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 08/31/17  
Office of the General Counsel

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF  
AMERICA

ATTEST:

By Chris Martin  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

Randy J. Dunn  
Witness  
Ang Turner  
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 Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of  
August, 2017 by Chris Martin of Combined Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification  
and did/did not first take an oath. Type of Identification

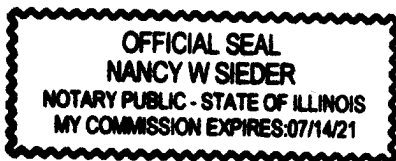
My Commission Expires:

Nancy W. Sieder  
Signature – Notary Public

Nancy W. Sieder  
Printed Name of Notary

7/14/21 533418  
Notary's Commission No.

(SEAL)



**COMBINED INSURANCE COMPANY OF AMERICA**  
Home Office: 111 East Wacker Drive \* Suite 700 \* Chicago, Illinois 60601

**APPLICATION FOR GROUP POLICY**

Name of Employer:       **The School Board of Broward County, Florida**  
Address:                   **7720 West Oakland Park Blvd., 1<sup>st</sup> Floor, Sunrise, Florida 33351-6704**

The Employer hereby applies for the following Combined Insurance Company of American's Policy:

- **Critical Illness**
- The Employer hereby authorizes Combined, its licensed agents to offer all Benefits eligible employees the opportunity to enroll for coverage under the Policy/Policies issued to the Employer.
- Combined agrees to provide SBBC with a list of its agents assigned to the SBBC account. The list of Agents shall not exceed fifteen (15) and must be submitted quarterly, beginning in December, effective January 1, 2018.
- An eligible employee is one who works at least 20 hours per week and who has been actively employed by Broward County Public Schools, after having met the established waiting period for Benefits coverage; the first day of the month following an up to 90 day waiting period.
- The Employer agrees to deduct any premiums for this coverage from employee's paychecks and forward these premiums to Combined when due.
- The Employer agrees to reimburse Combined for any and all premiums, and costs associated with the loss thereof, which are misappropriated by Employer/Organization or any of its employees, agents, or representatives.

SBBC

(Corporate Seal),

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By Abby M. Freedman  
Abby M. Freedman, Chair

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:  
[Signature] 08/31/17  
Office of the General Counsel

## FOR COMBINED

(Corporate Seal)

ATTEST:

COMBINED INSURANCE COMPANY OF AMERICA

By Chris Martin  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

Ray F. Green  
Witness

Ray Turner  
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 IllinoisCOUNTY OF Cook

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017 by Chris Martin of Combined Insurance Company, on behalf of the corporation/agency.

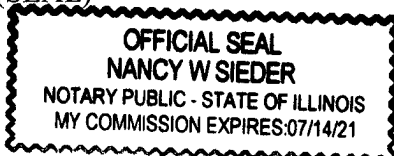
☒ He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/14/21

Nancy W. Sieder  
Signature - Notary Public

Nancy W. Sieder  
Printed Name of Notary

(SEAL)



7/14/21 533418  
Notary's Commission No.



**COMBINED INSURANCE COMPANY OF AMERICA**  
Home Office: 111 East Wacker Drive \* Suite 700 \* Chicago, Illinois 60601

**APPLICATION FOR GROUP POLICY**

Name of Employer: **The School Board of Broward County, Florida**  
Address: **7770 West Oakland Park Blvd., 1<sup>st</sup> Floor, Sunrise, Florida 33351-6704**

The Employer hereby applies for the following Combined Insurance Company of American's Policy/Policies:

○ **Group Accident**

- The Employer hereby authorizes Combined, its licensed agents to offer all Benefits eligible employees the opportunity to enroll for coverage under the Policy/Policies issued to the Employer.
- Combined agrees to provide SBBC a list of its agents assigned to the SBBC account. The list of Agents shall not exceed fifteen (15) and must be submitted quarterly, beginning in December, effective January 1, 2018.
- An eligible employee is one who works at least 20 hours per week and who has been actively employed by Broward County Public Schools, after having met the established waiting period for Benefits coverage; the first day of the month following an up to 90 day waiting period.
- The Employer agrees to deduct any premiums for this coverage from employee's paychecks and forward these premiums to Combined when due.
- Employer agrees to reimburse Combined for any and all premiums, and costs associated with the loss thereof, which are misappropriated by Employer/Organization or any of its employees, agents, or representatives.

**SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Pauline [Signature] 08/31/17  
Office of the General Counsel

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By *Chris Martin*  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

*Rory F. Dean*  
Witness

*My Turner*  
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 Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017 by Chris Martin of Combined Insurance Company, on behalf of the corporation/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: 7/14/21

*Nancy W. Sieder*  
Signature – Notary Public

Nancy W. Sieder  
Printed Name of Notary

7-14-21 533418  
Notary's Commission No.

(SEAL)



## Group Policyholder Application

Home Office: 111 East Wacker Drive, Suite 700, Chicago, IL 60601  
Administrative Office: 17 Church St., Keene, NH 03431

The Entity/Policyholder requests to participate in the **Lifetime Benefit Term Group Policy** offered by COMBINED and authorizes COMBINED's, its approved list of agents to offer Benefits Eligible employees the opportunity to purchase the product listed above.

1. Allow agents to conduct SBBC scheduled enrollments of all Benefits Eligible Classes, as shown in the Policy Schedule. Eligible Classes are:
  - a. Eligible Employees, who must be actively at work, as determined by COMBINED's underwriting rules, on the date the enrollment form is signed.
  - b. their Eligible Spouses; and
  - c. their Eligible Dependents.

2. Honor all Deduction Authorization forms signed by its employees, if any, for payment of the premium to COMBINED when due. Bills will normally be sent once each month for any premiums due and the Policyholder shall forward all deductions to the Insurer within 15 days of the receipt of the monthly billing. The Policyholder shall maintain records of all premiums withheld on behalf of its employees. The Policyholder will communicate any deduction or billing changes to COMBINED.

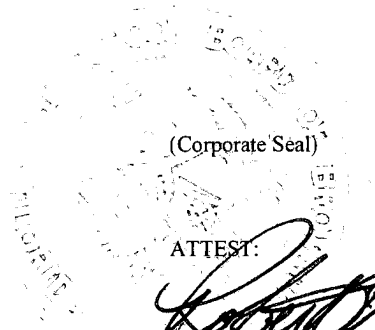
- Group Lifetime Benefit Term Insurance Policy  
Accidental Death Benefit Rider  
Waiver of Premium Rider  
Payor Waiver of Premium Rider  
Dependent Child Rider  
Level Term Rider  
Accelerated Death Benefit for Terminal Illness Rider  
Guaranteed Insurance Option Benefit Rider  
Accelerated Death Benefit for Qualified Long Term Care Insurance Rider  
Extended Acceleration for Death Benefit for Qualified Long Term Care Insurance Rider ☐ 1 ☐ 2  
Restoration Rider ☐ 25% ☐ 50%  
Other

- Will the Policyholder pay for any of the premium for the coverage elected? ☐ Yes ☒ No
- Will the Policyholder pay for the entire premium for the coverage elected? ☐ Yes ☒ No

Proposed Insured? (If Yes, complete appropriate State replacement forms)..... ☐  
 Yes ☒ No

Insured? (If Yes, complete appropriate State replacement forms) .....  
☐ Yes ☒ No

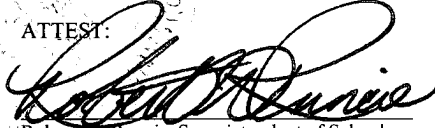
SBBC



(Corporate Seal)

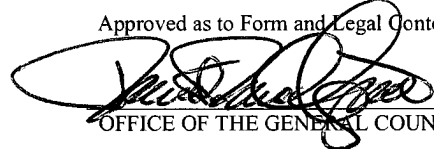
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

 08/31/17  
OFFICE OF THE GENERAL COUNSEL

## FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF  
AMERICA

ATTEST:

By *Chris Martin*  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

*Don F. Duen*  
Witness

*My Tura*  
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 IllinoisCOUNTY OF Cook

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August, 2017 by Chris Martin of Combined Insurance Company,  
Name of Person Name of Corporation or Agency  
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He/She is personally known to me or produced \_\_\_\_\_ as identification  
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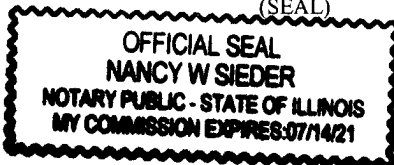
My Commission Expires:

Signature - Notary Public

*Nancy W. Sieder*

Printed Name of Notary

(SEAL)

Notary's Commission No. 7/14/21 533418

**The School Board of Broward County, Florida  
Procurement & Warehousing Services**

ITB / RFP No.:	<u>18-010V</u>	Tentative Board Meeting Date*:	<u>AUGUST 22, 2017</u>		
Description:	<u>VOLUNTARY SUPPLEMENTAL INSURANCE</u>	Notified:	<u>600</u>	Downloaded:	<u>54</u>
	<u>FOR SCHOOL BOARD EMPLOYEES</u>	ITB / RFP Rec'd:	<u>8</u>	No. Bids:	<u>0</u>
For:	<u>BENEFITS &amp; EMPLOYMENT SERVICES</u>	ITB / RFP Opening:	<u>FEBRUARY 9, 2017</u>		
Fund:	<u>N/A</u>	Advertised Date:	<u>DECEMBER 15, 2016</u>		

**POSTING OF ITB / RFP RECOMMENDATION/TABULATION:** ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **APRIL 3, 2017 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\*) The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

### RECOMMENDATION TABULATION

BASED UPON THE RECOMMENDATION OF THE SUPERINTENDENT'S INSURANCE & WELLNESS ADVISORY COMMITTEE (SIWAC), IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR AWARD FOR INDIVIDUAL INSURANCE PLANS FOR VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES.

#### COVERAGE

#### PROPOSER

ACCIDENT PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

\*CANCER PLANS

CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY

\*CONSUMER FINANCIAL PLANS

**BMG MONEY, INC.**

CRITICAL ILLNESS PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

\*HOSPITAL INDEMNITY PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC

LIFE INSURANCE PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
**TEXAS LIFE INSURANCE COMPANY**  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

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

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

RECOMMENDATION TABULATION

18-010V - VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

PAGE 2

\*PREPAID LEGAL PLANS

U.S.LEGAL SERVICES, INC.

\*SHORT TERM LIABILITY PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC

M/WBE ADVISOR: LAVINIA FREEMAN, M/WBE SPECIALIST III

(\*) IN ACCORDANCE WITH SECTION 5.1 OF THE RFP, EVALUATION OF PROPOSALS, IF ONLY ONE PROPOSAL IS RECEIVED, THE COMMITTEE MAY PROCEED WITHOUT SCORING THE ONE RESPONSIVE PROPOSAL AND MAY NEGOTIATE THE BEST TERMS AND CONDITIONS WITH THAT SOLE PROPOSER OR MAY RECOMMEND THE REJECTION OF ALL PROPOSALS AS PERMITTED BY SECTION 6A-1.012(12)(c), F.A.C. THE COMMITTEE ELECTED TO NEGOTIATE WITH THE SOLE PROPOSER FOR EACH INSURANCE PLAN AS INDICATED ABOVE.

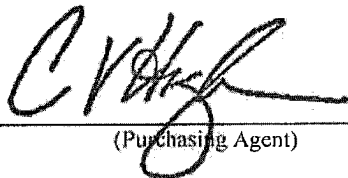
A PROPOSAL WAS RECEIVED FROM NATIONWIDE FOR PET INSURANCE. DURING NEGOTIATIONS, THE COMMITTEE DECLARED AN IMPASSE IN WRITING A CONTRACT WITH NATIONWIDE AND THE COMMITTEE DECIDED TO REJECT ALL PROPOSALS RECEIVED FOR PET INSURANCE.

NO PROPOSALS WERE RECEIVED FOR LONG-TERM CARE AND HOMEOWNERS INSURANCE; THESE PLANS WILL NOT BE REBID.

IT IS RECOMMENDED FOR REASON STATED ON THE ATTACHED RFP REJECTION SHEET, THE RFP IN ITS ENTIRETY BE REJECTED FOR NOT COMPLYING WITH THE REQUIREMENTS OF THE RFP.

CONTRACT PERIOD: JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

By:



(Purchasing Agent)

Date:

4/3/17

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

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# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
	AFLAC		30	25	25	27	27	23	27	28	28	27
	Combined Insurance Company of America		28	20	25	15	21	20	28	26	20	23
	Washington National Insurance Company		29	22	25	20	27	24	25	24	17	24
Section B: Scope of Services		30										
	AFLAC		27	25	25	27	28	22	25	28	26	26
	Combined Insurance Company of America		25	18	25	15	25	19	23	28	22	22
	Washington National Insurance Company		22	20	25	25	27	21	27	28	20	24
Section C: Cost of Services		30										
	AFLAC		25	25	25	20	28	23	24	28	21	24
	Combined Insurance Company of America		20	20	27	25	26	21	28	26	28	25
	Washington National Insurance Company		23	18	21	15	27	20	20	24	14	20
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
	AFLAC		6	6	6	6	4	6	6	5	6	6
	Combined Insurance Company of America		0	0	0	0	0	0	0	3	0	0
	Washington National Insurance Company		4	2	2	2	2	4	4	4	2	3

## SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
<b>Section D2: Supplier Diversity &amp; Outreach Program</b> (Employment Diversity Statistics)		<b>2</b>										
		AFLAC	2	0	0	2	2	2	2	2	2	2
		Combined Insurance Company of America	2	0	2	2	2	2	0	2	2	2
		Washington National Insurance Company	2	2	0	2	2	2	2	2	2	2
<b>Section D3: Supplier Diversity &amp; Outreach Program</b> (Involvement in Minority Community)		<b>2</b>										
		AFLAC	0	2	0	0	2	0	0	0	0	0
		Combined Insurance Company of America	0	2	0	0	0	0	2	0	0	0
		Washington National Insurance Company	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SCORE</b>		<b>100</b>										
		AFLAC	90	83	81	82	91	76	84	91	83	84.6
		Combined Insurance Company of America	75	60	79	57	74	62	81	85	72	71.7
		Washington National Insurance Company	80	64	73	64	85	71	78	82	55	72.4

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

## SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Critical Illness		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
		AFLAC	30	27	25	27	28	22	27	28	28	27
Combined Insurance Company of America			28	20	25	15	23	19	26	24	17	22
Washington National Insurance Company			29	19	25	20	27	21	28	26	20	24
Section B: Scope of Services		30										
		AFLAC	27	26	25	25	28	22	24	28	25	26
Combined Insurance Company of America			24	20	25	20	26	21	27	28	22	24
Washington National Insurance Company			28	19	25	15	27	23	25	28	20	23
Section C: Cost of Services		30										
		AFLAC	28	27	26	20	28	26	28	25	29	26
Combined Insurance Company of America			25	21	25	27	26	25	22	24	20	24
Washington National Insurance Company			22	17	24	15	24	24	18	26	12	20
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
		AFLAC	6	6	6	6	4	6	6	6	6	6
Combined Insurance Company of America			0	0	0	0	0	0	0	0	0	0
Washington National Insurance Company			4	2	2	2	2	4	4	2	2	3
Section D2: Supplier Diversity & Outreach Program (Employment Diversity Statistics)		2										
		AFLAC	2	0	2	2	2	2	2	2	2	2
Combined Insurance Company of America			2	0	2	2	2	2	0	2	2	2

# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Life Insurance		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
		AFLAC	30	25	25	25	26	25	21	28	28	26
		Combined Insurance Company of America	28	20	25	15	24	24	27	26	17	23
		Texas Life Insurance Company	29	27	25	27	27	22	29	24	20	26
		Washington National Insurance Company	29	18	25	20	28	24	28	24	20	24
Section B: Scope of Services		30										
		AFLAC	28	24	25	15	27	26	24	26	20	24
		Combined Insurance Company of America	24	18	25	22	27	24	27	26	21	24
		Texas Life Insurance Company	27	22	25	25	27	23	29	26	26	26
		Washington National Insurance Company	25	20	25	17	27	25	25	26	24	24
Section C: Cost of Services		30										
		AFLAC	22	20	23	15	26	28	16	28	20	22
		Combined Insurance Company of America	25	24	25	25	28	27	24	24	25	25
		Texas Life Insurance Company	26	26	26	27	28	24	28	22	29	26
		Washington National Insurance Company	23	22	24	17	26	23	20	26	17	22
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
		AFLAC	6	6	6	6	4	6	6	6	6	6
		Combined Insurance Company of America	0	0	0	0	0	0	0	0	0	0
		Texas Life Insurance Company	0	0	0	0	0	0	2	0	0	0
		Washington National Insurance Company	4	2	2	2	2	4	2	2	2	2

<b>Section D2: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>																	
(Employment Diversity Statistics)																			
AFLAC				2	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Combined Insurance Company of America				2	0	2	2	2	2	2	0	2	2	2	2	2	2	2	2
Texas Life Insurance Company				2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Washington National Insurance Company				2	2	2	2	2	2	2	0	2	2	2	2	2	2	2	2
<b>Section D3: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>																	
(Involvement in Minority Community)																			
AFLAC				0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Combined Insurance Company of America				0	2	2	0	0	0	0	2	0	0	0	0	0	0	0	1
Texas Life Insurance Company				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Washington National Insurance Company				0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SCORE</b>		<b>100</b>																	
AFLAC				88	77	81	63	87	87	69	90	76	79.8						
Combined Insurance Company of America				79	64	79	64	81	77	80	78	65	74.1						
Texas Life Insurance Company				84	77	78	81	84	71	90	74	77	79.6						
Washington National Insurance Company				83	64	80	58	85	78	75	80	65	74.2						

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

RFP 18-010V

VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

RFP REJECTION SHEET

Reject entire proposal from Legal Access Consulting, LLC d/b/a LegalEASE. Proposer did not meet the Minimum Eligibility Requirements of the RFP for Section 4.2.6; therefore, their proposal was rejected.



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-3.

MEETING DATE

2017-08-22 10:05 - Regular School Board Meeting

AGENDA ITEM

ITEMS

CATEGORY

E. OFFICE OF STRATEGY &amp; OPERATIONS

DEPARTMENT

Procurement &amp; Warehousing Services

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

TITLE:

Recommendation of \$500,000 or Less - 18-010V - Voluntary Supplemental Insurance for School Board Employees

**REQUESTED ACTION:**

Approve the recommendation to award contracts for the above referenced Request for Proposal (RFP). Contract Term: January 1, 2018 through December 31, 2020, 3 Years; User Department: Benefits and Employment Services Department; Award Amount: None; Awarded Vendors: AFLAC, BMG Money, Inc., Texas Life Insurance Company, U.S. Legal Services, Inc., and Washington National Insurance Company; Small/Minority/Women Business Enterprises Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

The School Board of Broward County, Florida received eight (8) proposals for RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees.

A copy of the RFP documents are available online at:

[http://www.broward.k12.fl.us/supply/agenda/18-010V\\_VoluntarySupplementalInsurance\\_REVISED-DMO1214.pdf](http://www.broward.k12.fl.us/supply/agenda/18-010V_VoluntarySupplementalInsurance_REVISED-DMO1214.pdf)

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

**FINANCIAL IMPACT:**

There is no financial impact to the District. Premiums will be paid by School Board employees who elect to enroll in these plans.

**EXHIBITS: (List)**

(1) Executive Summary (2) Recommendation Tabulation (3) Agreements - 5

**BOARD ACTION:****APPROVED**

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Dildra M. Ogburn

Phone: 754-321-3100

Name: Mary C. Coker

Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Maurice L. Woods - Chief Strategy &amp; Operations Officer

Signature

Maurice Woods

8/14/2017, 11:02:20 AM

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/DMO:ch

Approved In Open  
Board Meeting On:

AUG 22 2017

By:

  
School Board Chair

## **EXECUTIVE SUMMARY**

### **Recommendation of \$500,000 or Less 18-010V Voluntary Supplement Insurance for School Board Employees**

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A draft RFP for Voluntary Supplemental Insurance for School Board Employees was developed and subsequently reviewed in a public meeting by the Superintendent's Insurance & Wellness Advisory Committee (SIWAC) on December 7, 2016. The RFP was released via DemandStar on December 15, 2016. The SBBC received responses from Eight (8) proposers for RFP 18-010V, Voluntary Supplemental Insurances for School Board Employees:

- AFLAC
- BMG Money, Inc.
- Combined Insurance Company of America
- Nationwide
- Legal Access Consulting, LLC dba/LegalEASE
- Texas Life Insurance Company
- U.S. Legal Services, Inc.
- Washington National Insurance Company

Seven (7) of the Eight (8) Proposals were evaluated by the SIWAC on March 29, 2017, based on Experience & Qualifications, Scope of Services, Cost, and Minority/Women Business Enterprise (M/WBE). The Proposal for LegalEase was rejected for failure to meet the minimum eligibility requirements of the RFP under Section 4.2.6. As a result of the scoring and ensuing negotiations for the remaining Proposals, the SIWAC voted to recommend to the Superintendent the following awards:

- **AFLAC**
  - Accident, Term Life, Short Term Disability, Hospital Indemnity, Critical Illness
- **BMG Money, Inc.**
  - Consumer Loans
- **Combined Insurance Company of America**
  - Accident, Critical Illness and Life Insurance
- **Texas Life Insurance Company**
  - Voluntary Permanent Life Insurance
- **U.S. Legal Services, Inc.**
  - Pre-paid Legal Services
- **Washington National Insurance Company**
  - Cancer, Critical Illness, Accident, Life Insurance

Upon approval of this Board item, the Voluntary Supplemental products noted above, with the exception of Combined Insurance Company of American will continue to provide District employees with a wide range of supplemental benefits options. The Agreement for Combined will be brought forward to the Board for approval at the next available Board Meeting.

There is no cost to the Board. Employees are responsible for all costs of these Voluntary Supplemental products, should they elect to enroll in these plans.



The School Board of Broward County, Florida  
Procurement & Warehousing Services

ITB / RFP No.: <u>18-010V</u>	Tentative Board Meeting Date*: <u>JUNE 27, 2017</u>
Description: <u>VOLUNTARY SUPPLEMENTAL INSURANCE</u>	Notified: <u>600</u> Downloaded: <u>54</u>
<u>FOR SCHOOL BOARD EMPLOYEES</u>	ITB / RFP Rec'd: <u>8</u> No. Bids: <u>0</u>
For: <u>BENEFITS &amp; EMPLOYMENT SERVICES</u>	ITB / RFP Opening: <u>FEBRUARY 9, 2017</u>
Fund: <u>N/A</u>	Advertised Date: <u>DECEMBER 15, 2016</u>

**POSTING OF ITB / RFP RECOMMENDATION/TABULATION:** ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **APRIL 3, 2017 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\*) The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

### RECOMMENDATION TABULATION

BASED UPON THE RECOMMENDATION OF THE SUPERINTENDENT'S INSURANCE & WELLNESS ADVISORY COMMITTEE (SIWAC), IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR AWARD FOR INDIVIDUAL INSURANCE PLANS FOR VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES.

#### COVERAGE

#### PROPOSER

ACCIDENT PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

\*CANCER PLANS

CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY

\*CONSUMER FINANCIAL PLANS

**BMG MONEY, INC.**

CRITICAL ILLNESS PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

\*HOSPITAL INDEMNITY PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC

LIFE INSURANCE PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC  
**TEXAS LIFE INSURANCE COMPANY**  
CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE  
COMPANY  
PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE  
COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

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

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

RECOMMENDATION TABULATION

18-010V - VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

PAGE 2

\*PREPAID LEGAL PLANS

U.S.LEGAL SERVICES, INC.

\*SHORT TERM LIABILITY PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC

M/WBE ADVISOR: LAVINIA FREEMAN, M/WBE SPECIALIST III

(\*) IN ACCORDANCE WITH SECTION 5.1 OF THE RFP, EVALUATION OF PROPOSALS, IF ONLY ONE PROPOSAL IS RECEIVED, THE COMMITTEE MAY PROCEED WITHOUT SCORING THE ONE RESPONSIVE PROPOSAL AND MAY NEGOTIATE THE BEST TERMS AND CONDITIONS WITH THAT SOLE PROPOSER OR MAY RECOMMEND THE REJECTION OF ALL PROPOSALS AS PERMITTED BY SECTION 6A-1.012(12)(c), F.A.C. THE COMMITTEE ELECTED TO NEGOTIATE WITH THE SOLE PROPOSER FOR EACH INSURANCE PLAN AS INDICATED ABOVE.

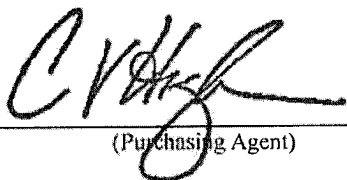
A PROPOSAL WAS RECEIVED FROM NATIONWIDE FOR PET INSURANCE. DURING NEGOTIATIONS, THE COMMITTEE DECLARED AN IMPASSE IN WRITING A CONTRACT WITH NATIONWIDE AND THE COMMITTEE DECIDED TO REJECT ALL PROPOSALS RECEIVED FOR PET INSURANCE.

NO PROPOSALS WERE RECEIVED FOR LONG-TERM CARE AND HOMEOWNERS INSURANCE; THESE PLANS WILL NOT BE REBID.

IT IS RECOMMENDED FOR REASON STATED ON THE ATTACHED RFP REJECTION SHEET, THE RFP IN ITS ENTIRETY BE REJECTED FOR NOT COMPLYING WITH THE REQUIREMENTS OF THE RFP.

CONTRACT PERIOD: JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

By:



(Purchasing Agent)

Date:

4/3/17

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

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

REVISED: 3/10/2016

# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
	AFLAC		30	25	25	27	27	23	27	28	28	27
	Combined Insurance Company of America		28	20	25	15	21	20	28	26	20	23
	Washington National Insurance Company		29	22	25	20	27	24	25	24	17	24
Section B: Scope of Services		30										
	AFLAC		27	25	25	27	28	22	25	28	26	26
	Combined Insurance Company of America		25	18	25	15	25	19	23	28	22	22
	Washington National Insurance Company		22	20	25	25	27	21	27	28	20	24
Section C: Cost of Services		30										
	AFLAC		25	25	25	20	28	23	24	28	21	24
	Combined Insurance Company of America		20	20	27	25	26	21	28	26	28	25
	Washington National Insurance Company		23	18	21	15	27	20	20	24	14	20
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
	AFLAC		6	6	6	6	4	6	6	5	6	6
	Combined Insurance Company of America		0	0	0	0	0	0	0	3	0	0
	Washington National Insurance Company		4	2	2	2	2	4	4	4	2	3

# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section D2: Supplier Diversity & Outreach Program (Employment Diversity Statistics)		2										
		AFLAC	2	0	0	2	2	2	2	2	2	2
		Combined Insurance Company of America	2	0	2	2	2	2	0	2	2	2
		Washington National Insurance Company	2	2	0	2	2	2	2	2	2	2
Section D3: Supplier Diversity & Outreach Program (Involvement in Minority Community)		2										
		AFLAC	0	2	0	0	2	0	0	0	0	0
		Combined Insurance Company of America	0	2	0	0	0	0	2	0	0	0
		Washington National Insurance Company	0	0	0	0	0	0	0	0	0	0
TOTAL SCORE		100										
		AFLAC	90	83	81	82	91	76	84	91	83	84.6
		Combined Insurance Company of America	75	60	79	57	74	62	81	85	72	71.7
		Washington National Insurance Company	80	64	73	64	85	71	78	82	55	72.4

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

# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Critical Illness		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
		AFLAC	30	27	25	27	28	22	27	28	28	27
	Combined Insurance Company of America		28	20	25	15	23	19	26	24	17	22
	Washington National Insurance Company		29	19	25	20	27	21	28	26	20	24
Section B: Scope of Services		30										
		AFLAC	27	26	25	25	28	22	24	28	25	26
	Combined Insurance Company of America		24	20	25	20	26	21	27	28	22	24
	Washington National Insurance Company		28	19	25	15	27	23	25	28	20	23
Section C: Cost of Services		30										
		AFLAC	28	27	26	20	28	26	28	25	29	26
	Combined Insurance Company of America		25	21	25	27	26	25	22	24	20	24
	Washington National Insurance Company		22	17	24	15	24	24	18	26	12	20
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
		AFLAC	6	6	6	6	4	6	6	6	6	6
	Combined Insurance Company of America		0	0	0	0	0	0	0	0	0	0
	Washington National Insurance Company		4	2	2	2	2	4	4	2	2	3
Section D2: Supplier Diversity & Outreach Program (Employment Diversity Statistics)		2										
		AFLAC	2	0	2	2	2	2	2	2	2	2
	Combined Insurance Company of America		2	0	2	2	2	2	0	2	2	2

Washington National Insurance Company		2	2	2	2	2	2	2	2	2	2	2	2	2
<b>Section D3: Supplier Diversity &amp; Outreach Program</b> (Involvement in Minority Community)		<b>2</b>												
AFLAC		0	2	0	0	2	0	0	0	0	0	0	0	0
Combined Insurance Company of America		0	2	0	0	0	0	0	0	2	0	0	0	0
Washington National Insurance Company		0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SCORE</b>		<b>100</b>												
AFLAC		93	88	84	80	92	78	87	89	90	86.8			
Combined Insurance Company of America		79	63	77	64	77	67	77	78	61	71.4			
Washington National Insurance Company		85	59	78	54	82	74	77	84	56	72.1			

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

# SCORING SHEET

Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Life Insurance		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
Section A: Experience and Qualifications		30										
		AFLAC	30	25	25	25	26	25	21	28	28	26
		Combined Insurance Company of America	28	20	25	15	24	24	27	26	17	23
		Texas Life Insurance Company	29	27	25	27	27	22	29	24	20	26
		Washington National Insurance Company	29	18	25	20	28	24	28	24	20	24
Section B: Scope of Services		30										
		AFLAC	28	24	25	15	27	26	24	26	20	24
		Combined Insurance Company of America	24	18	25	22	27	24	27	26	21	24
		Texas Life Insurance Company	27	22	25	25	27	23	29	26	26	26
		Washington National Insurance Company	25	20	25	17	27	25	25	26	24	24
Section C: Cost of Services		30										
		AFLAC	22	20	23	15	26	28	16	28	20	22
		Combined Insurance Company of America	25	24	25	25	28	27	24	24	25	25
		Texas Life Insurance Company	26	26	26	27	28	24	28	22	29	26
		Washington National Insurance Company	23	22	24	17	26	23	20	26	17	22
Section D1: Supplier Diversity & Outreach Program (M/WBE Participation)		6										
		AFLAC	6	6	6	6	4	6	6	6	6	6
		Combined Insurance Company of America	0	0	0	0	0	0	0	0	0	0
		Texas Life Insurance Company	0	0	0	0	0	0	2	0	0	0
		Washington National Insurance Company	4	2	2	2	2	4	2	2	2	2

Section D2: Supplier Diversity & Outreach Program (Employment Diversity Statistics)		2															
AFLAC			2	0	2	2	2	2	2	2	2	2	2	2	2	2	2
Combined Insurance Company of America			2	0	2	2	2	2	2	0	2	2	2	2	2	2	2
Texas Life Insurance Company			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Washington National Insurance Company			2	2	2	2	2	2	2	0	2	2	2	2	2	2	2
Section D3: Supplier Diversity & Outreach Program (Involvement in Minority Community)		2															
AFLAC			0	2	0	0	2	0	0	0	0	0	0	0	0	0	0
Combined Insurance Company of America			0	2	2	0	0	0	0	2	0	0	0	0	0	1	1
Texas Life Insurance Company			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Washington National Insurance Company			0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SCORE		100															
AFLAC			88	77	81	63	87	87	87	69	90	76	79.8				
Combined Insurance Company of America			79	64	79	64	81	77	80	78	65	74.1					
Texas Life Insurance Company			84	77	78	81	84	71	90	74	77	79.6					
Washington National Insurance Company			83	64	80	58	85	78	75	80	65	74.2					

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



RFP 18-010V

VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

RFP REJECTION SHEET

Reject entire proposal from Legal Access Consulting, LLC d/b/a LegalEASE. Proposer did not meet the Minimum Eligibility Requirements of the RFP for Section 4.2.6; therefore, their proposal was rejected.

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 22<sup>nd</sup> day of August, 2017, 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

**AFLAC**

(hereinafter referred to as "[AFLAC]"),  
whose principal place of business is  
1932 Wynnton Road  
Columbus, GA 31999

**WHEREAS**, SBBC issued a Request For Proposal identified as RFP 18-010V, Voluntary Supplemental Insurance for School Board Employees dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016 (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, SBBC is in need of certain products and services and has selected AFLAC to provide such products and service; and

**WHEREAS**, AFLAC is willing to provide such products and services to SBBC, offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and AFLAC desire to memorialize the terms and conditions of their Agreement.

**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 initial term of this Agreement shall commence on January 1, 2018 and conclude on December 31, 2020. The term of the Agreement may by mutual agreement between SBBC and AFLAC, upon the Superintendent's Insurance and Wellness Advisory Committee's recommendation and Board approval, be extended for two (2) additional one-year periods. If needed, upon SBBC's sole option after the initial contract period or any one-year renewal option, SBBC may exercise its option to extend the contract for 180 days beyond the expiration date of the renewal period.

2.02 **Self-Billing.** AFLAC agrees to accept SBBC's self-billing process without any deviations. AFLAC further agrees that there are no cost/fees for direct billing on any product.

2.03 **Premiums.** AFLAC agrees to guarantee premium rates for two (2) years.

2.04 **Commission Schedule.** Commissions will be paid using the Commission Schedule, which is more fully described in AFLAC's proposal.

2.05 **Marketing.** AFLAC agrees to only market to SBBC employees the following coverage – Critical Illness, Hospital Indemnity, Accident, Life Insurance and Short-Term Disability, as more fully described in their proposal.

2.06 **Participation.** AFLAC agrees to waive all participation requirements for all products. In addition Short Term Disability and Life Insurance will be offered on a guarantee issue basis.

2.07 **Domestic Partners.** AFLAC agrees to offer all products to domestic partners at the same rates offered to SBBC employees.

2.08 **Benefits.** AFLAC agrees to provide the following products:

- Accident
- Term Life
- Short Term Disability
- Hospital Indemnity
- Critical Illness

2.09 **Portability/Conversion.** AFLAC agrees to provide a portability option for all Plans offered upon employee termination. An employee and domestic partner may port the policy they are on at the same benefits and at the same rate.

2.10 **Performance Standards.** AFLAC agrees to all of the performance standards, as outlined in the Attachment L to the RFP, as negotiated. AFLAC further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.11 **Direct Billing Fees.** AFLAC agrees that there are no cost/fees for direct billing on any product.

2.12 **Section 125.** AFLAC agrees to offer all products on a post-tax basis.

2.13 **Exclusions and Limitations.** Exclusions and Limitations are fully described by each product in AFLAC's proposal.

2.14 **M/WBE.** AFLAC agrees to provide for M/WBE participation, as subsequently negotiated as follows:

- AFLAC agrees to allocate a total of \$2,000 per line of coverage (Critical Illness, Hospital Indemnity, Accident, Life Insurance and Short-Term Disability) for a total of \$10,000 annually.
- AFLAC also agrees to provide a 30-day written notice for substitution of an M/WBE AFLAC.

AFLAC further agrees to provide a total of \$1,000 per line of coverage (Critical Illness, Hospital Indemnity, Accident, Life Insurance and Short-Term Disability) for a total of \$5,000 annually to the Broward Education Foundation for Minority Scholarships.

2.15 **Minimum Eligibility.** AFLAC agrees to all the minimum eligibility requirements, as outlined in the RFP without any deviations.

2.16 **Eligibility.** AFLAC agrees to adjust the hours of eligibility to reflect SBBC hours.

2.17 **Certificate of Coverage.** AFLAC agrees to provide employees a copy of their certificate of coverage to each enrolled employee, at no cost to SBBC.

2.18 **Master Application.** AFLAC agrees to waive the completion of a Master Application Form.

2.19 **Premiums.** AFLAC agrees to provide SBBC with premium amounts, based on all payroll schedules.

2.20 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- |         |  |
|---------|--|
| First:  | This Agreement   |
| Second: | Addendum Number One [dated December 23, 2016] to the RFP;                |
| Third:  | RFP 18-010V "Voluntary Supplement Insurance for School Board Employees"; |
| Fourth: | The Proposal submitted in response to the RFP by AFLAC                   |

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

2.21 **Inspection of AFLAC Records by SBBC:** AFLAC 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 AFLAC 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 AFLAC or any of AFLAC'S payees pursuant to this Agreement. AFLAC 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. AFLAC 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) **AFLAC Records Defined.** For the purposes of this Agreement, the term "AFLAC 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 *AFLAC* 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 *AFLAC* pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide *AFLAC* 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 *the AFLAC'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 *AFLAC* 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 *AFLAC* 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 *AFLAC* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the AFLAC*. If the audit discloses billings or charges to which *the AFLAC* is not contractually entitled, the *AFLAC* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *AFLAC* 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 *AFLAC* 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 *AFLAC* pursuant to this Agreement and such excluded costs shall become the liability of *the AFLAC*.

(h) Inspector General Audits. *AFLAC* 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.

2.22 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 Broward County Public Schools 600 Southeast Third Avenue, 10 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
With a Copy to:	Director, Benefits & Employment Services Broward County Public Schools 7770 W. Oakland Park Boulevard, 1 <sup>st</sup> Floor Sunrise, Florida 33351
To <i>AFLAC</i> :	Brad Bolick, Senior Group Representative Aflac Broker Channel 6801 River Road, Suite 205 Columbus 31904
With a Copy to:	Rhonda Russell, 2 <sup>nd</sup> Vice President Head of Group Underwriting 1932 Wynnton Road Columbus, GA 31999

2.23 **BACKGROUND SCREENING.** AFLAC 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 the AFLAC or its personnel providing any services under the conditions described in the previous sentence. AFLAC 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 the AFLAC and its personnel. The parties agree that the failure of AFLAC 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, AFLAC 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 from AFLAC'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 AFLAC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.24 **Insurance Requirements.**

(a) **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.

(b) **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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) **Professional Liability/Technical Errors & Omissions.** Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) **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 AFLAC 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 AFLAC must be furnished to SBBC indicating the following: AFLAC 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.

(e) **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.

(f) 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.**

(g) 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, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation of Insurance. AFLAC's 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.

**The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.**

2.25 Payment Method. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

2.26 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 AFLAC: AFLAC 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 AFLAC, its agents, servants or employees; the equipment of AFLAC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AFLAC or the negligence of AFLAC'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 AFLAC, 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 **M/WBE Commitment.** Throughout the term of the Agreement, AFLAC shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE AFLACs who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE AFLACs to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. AFLAC agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE AFLACs for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE AFLAC participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

**3.07 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 3.06.

**3.08 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.

**3.09 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.

**3.10 Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AFLAC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AFLAC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. AFLAC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the

Agreement if AFLAC does not transfer the public records to SBBC. Upon completion of the Agreement, AFLAC shall transfer, at no cost, to SBBC all public records in possession of AFLAC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AFLAC transfer all public records to SBBC upon completion of the Agreement, AFLAC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AFLAC keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

3.11 **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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

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

3.13 **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.

3.14 **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.

3.15 **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.

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

3.17 **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.

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 affect 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.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** 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 AFLAC: AFLAC 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 AFLAC, its agents, servants or employees; the equipment of AFLAC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AFLAC or the negligence of AFLAC'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 AFLAC, SBBC or otherwise.


3.27 **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.


**SBBC**

(Corporate Seal)

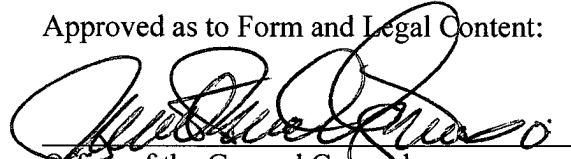
ATTEST.

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR AFLAC**

(Corporate Seal)

ATTEST:

AFLAC

By

Rhonda F. Russell

\_\_\_\_\_, Secretary

-or-

Witness

Vicki Veginnis

Witness

Andrew M. Williams

**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 South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 27 day of July, 2017 by Brad Bolick of AFLAC, on behalf of the corporation/agency.

Name of Person      Name of Corporation  
or Agency

Rhonda  
Russell

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.      DL  
Type of Identification

My Commission Expires:

Amy L. Smith  
Signature – Notary Public

(SEAL)

Amy L. Smith  
Printed Name of Notary

exp. 12-5-2023  
Notary's Commission No.

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 22<sup>nd</sup> day of August, 2017, 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

**BMG MONEY, INC.**

(hereinafter referred to as "BMG"),

whose principal place of business is

1221 Brickell Avenue, Suite 1170

Miami, Florida 33131

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP 18-010V – Voluntary Supplemental Insurance for School Board Employees, dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, the SBBC is in need of certain products and services and has selected BMG to provide such products and services; and

**WHEREAS**, BMG is willing to provide such products and services to SBBC; offered a proposal dated February 9, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and BMG desire to memorialize the terms and conditions of their Agreement;

**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**

1.0 **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 3.06 of this Agreement, the term of this Agreement shall commence on **January 1, 2018** and conclude on **December 31, 2020**. The term of the Agreement may by mutual agreement between SBBC and BMG, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval, be extended for two (2) additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, institute an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) months.

2.02 **Direct Billing.** BMG agrees to provide direct billing for all employees that leave SBBC and still have an outstanding loan until such loan is repaid in full, at no cost to SBBC.

2.03 **Broward Location.** BMG agrees to continue to maintain a walk-in Customer Service Center located within Broward County. Said location will be mutually agreed upon between SBBC and BMG.

2.04 **Staffing.** BMG agrees to share in the cost of providing one full-time SBBC employee to administer the Voluntary Supplemental Insurance, including benefits, office equipment, supplies, travel and professional dues. BMG further agrees to provide SBBC an annual fee of \$20.00 per active and inactive participant throughout the term of the initial Agreement with the Board, as well as subsequent Agreement renewals. The annual fee of \$20.00 per active and inactive participant will survive the termination of this Agreement.

2.05 **Self-Billing.** BMG agrees to accept SBBC's self-billing/remittance process without any deviations, provided however, that each payroll cycle, BMG will receive a form of deduction/reduction report, deduction register, or receipt file showing deductions made for employees enrolled in the Consumer Financial Product plan. The file format of such report will be subject to the prior approval of SBBC. It will be the responsibility of BMG to provide SBBC with any discrepancies within 10 business days.

2.06 **Payroll Deductions.** Payroll deductions will continue under this Agreement post termination or expiration of the agreement until such loans are repaid.

2.07 **Notification.** BMG agrees to mutually develop a notification process for refunds, cancellations, payroll deductions and other processes.

2.08 **Overage/Refunds.** BMG will make all refunds directly to employees for excess payroll deduction/loan repayments. In addition, BMG will provide notification to SBBC of such refunds made due to a BMG error of any kind.

2.09 **Application and Verification Process.** SBBC can either verify each applicant at the time of application or provide bi-weekly census data to BMG. This is at SBBC's sole option to determine the process.

2.10 **Loan Application/Notification.** BMG agrees to provide applicants, at the time of loan execution, a copy of their Promissory Note and submit payroll information to the Benefits Department within 15 days.

2.11 **Performance Standards.** BMG agrees to all of the performance standards, as outlined in Attachment L to the Proposal submitted in response to the RFP by BMG, with the exception of the negotiated modifications listed below:

- On average, 90% of all loan applications will be processed within one (1) business day. The turnaround time is calculated from the date the complete application and the census file or verification, as applicable, are received by BMG, to the date that it is processed.
- All written inquiries or complaints, and other contacts with BMG by the Benefits Department, the Payroll Deduction Unit, or SBBC employees must have a written response within (10) calendar days of receipt by BMG.
- All loans will be processed with 97% accuracy.

BMG further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.12 **M/WBE.** BMG will provide for M/WBE participation, as subsequently negotiated as follows:

- BMG agrees to allocate a total of \$8,333 annually. BMG further agrees to provide 30 days written notice of and substitution of an M/WBE vendor.

2.13 **Student Scholarship.** BMG agrees to provide a total of \$5,000 annually towards Minority Student Scholarships, as defined by SBBC.

2.14 **Fees.** BMG agrees to reimburse SBBC of any ACH/Wire Transfer fees billed, as a result of transferring payroll deductions to BMG

2.15 **Cost Per Loan.** BMG agrees to waive the one-time loan fee for applicants requesting a loan.

2.16 **Annual Interest Rate.** The Annual Interest Rate for the period commencing on January 1, 2018 through December 31, 2020 shall be as follows: 23.99%.

The Annual Interest Rate for the first optional one-year renewal commencing on January 1, 2020 through December 31, 2021 shall be as follows: 23.99%.

BMG agrees to reduce the Annual Interest Rate, if a lower Annual Interest Rate is offered to employees of any other client in Florida during the term of this Agreement.

2.17 **Marketing.** BMG agrees to only market to SBBC employees the following product:

- Consumer Financial Product plans (LoansAtWork), as more fully described in their proposal.

2.18 **Annual Statements.** BMG agrees to prepare and provide annual statements to loan participants regarding the interest amount paid annually, as needed at no cost to SBBC or its affected employees.

2.19 **Loan Information.** BMG agrees to educate all applicants of loans that may be available at a lower interest rate, prior to processing a BMG loan.

2.20 **Financial Literacy Training.** BMG agrees to provide financial literacy training to SBBC employees at no cost. BMG further agrees to provide a financial literacy training informational notice in its annual employee statements.

2.21 **Priority Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: The Agreement; then
- Second: Addendum Number One [dated, December 23, 2016]; then
- Third: RFP 18-010V – Voluntary Supplemental Insurance for School Board Employees; then
- Fourth: The Proposal submitted in response to the RFP by BMG

2.20.1 **Disputes:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

2.22 **Inspection of BMG Records by SBBC.** BMG 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 BMG 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 BMG or any of BMG'S payees pursuant to this Agreement. BMG 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. BMG 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) **BMG Records Defined.** For the purposes of this Agreement, the term "BMG 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 *BMG* 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 *BMG* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *BMG* 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 *the BMG'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 *BMG* 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 *BMG* 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 *BMG* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the BMG*. If the audit discloses billings or charges to which *the BMG* is not contractually entitled, the *BMG* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *BMG* 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 *BMG* 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 *BMG* pursuant to this Agreement and such excluded costs shall become the liability of *the BMG*.

(h) Inspector General Audits. *BMG* 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.

2.23 **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  
Broward County Public Schools  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Dildra Martin-Ogburn, Director  
Benefits & Employment Services  
7770 W. Oakland Park Blvd.  
Sunrise, FL 33351

To BMG: Thomas C. McCormick, Chief Growth Officer  
BMG Money, Inc.  
1221 Brickell Avenue, Suite 1170  
Miami, FL 33131

With a Copy to: Ricardo Janini, Chief Executive Officer  
BMG Money, Inc.  
1221 Brickell Avenue, Suite 1170  
Miami, FL 33131

2.24 **BACKGROUND SCREENING.** **For Non-Governmental Agencies.** BMG 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 the BMG or its personnel providing any services under the conditions described in the previous sentence. BMG 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 the BMG and its personnel. The parties agree that the failure of BMG 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. BMG 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 from BMG's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

## 2.25 Insurance Requirements.

(a) 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.

(b) 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) 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 BMG 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 BMG must be furnished to SBBC indicating the following: BMG 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.

(e) 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.

(f) 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.**

(g) 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, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation of Insurance. BMG is 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.

**The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.**

### **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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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.

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.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BMG shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BMG shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BMG shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BMG does not transfer the public records to SBBC. Upon completion of the Agreement, BMG shall transfer, at no cost, to SBBC all public records in possession of BMG or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BMG transfer all public records to SBBC upon completion of the Agreement, BMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BMG keeps and maintains public records upon completion of the Agreement, BMG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies 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.

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 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.

3.17 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.25 **Liability.** 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 BMG: BMG 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 BMG, its agents, servants or employees; the equipment of BMG, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BMG or the negligence of BMG'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 BMG, SBBC or otherwise.

3.26 **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 Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Heidi S. Runcie 07/07/17  
Office of the General Counsel

**FOR BMG**

(Corporate Seal)

ATTEST:

BMG Money, Inc.

By [Signature]  
Thomas McCormick, Chief Operating Officer  
Growth

\_\_\_\_\_, 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 Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13 day of June, 2017 by **Thomas McCormick** of **BMG MONEY, INC.**, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

He/She is personally known to me or produced FL. DR. LIC as identification  
Type of Identification  
and did/did not first take an oath.

My Commission Expires:

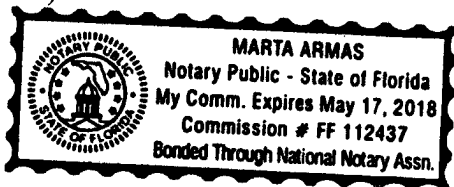
[Signature]  
Signature – Notary Public

Marta Armas

Printed Name of Notary

FF112437  
Notary's Commission No.

(SEAL)



## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 22<sup>nd</sup> day of August, 2017, 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

**TEXAS LIFE INSURANCE COMPANY**  
(hereinafter referred to as "TEXAS"),  
whose principal place of business is  
900 Washington Ave.  
Waco, Texas 76701

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP 18-010V – Voluntary Supplemental Insurance for School Board Employees, dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, TEXAS is willing to provide such products and services to SBBC; offered a proposal dated February 3, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and TEXAS desire to memorialize the terms and conditions of their Agreement;

**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 January 1, 2018 and conclude on December 31, 2020. The term of the Agreement may by mutual agreement between SBBC and TEXAS, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval, be extended for two (2) 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 at the same rates/fees as the previous twelve (12) months.

2.02 **Performance Standards.** TEXAS agrees to all of the performance standards as outlined in Attachment L to the Proposal submitted in response to the RFP by TEXAS, with no deviations.

TEXAS further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.03 **M/WBE.** TEXAS will provide for M/WBE participation, as subsequently negotiated as follows:

- TEXAS agrees to allocate a total of \$15,000 annually.
- TEXAS further agrees to provide 30 days written notice of an M/WBE vendor substitution.

2.04 **Student Scholarship.** TEXAS agrees to provide \$10,000 annually to the Broward Education Foundation towards Minority Student Scholarships, as defined by SBBC.

2.05 **Application.** TEXAS agrees to provide the participant a copy of the signed application and policy within two (2) to four (4) weeks of application.

2.06 **Commission.** TEXAS agrees to pay its agents' commissions at 90% for the first year, 20% for the second year and zero commission thereafter.

2.07 **Dedicated Account Manager.** TEXAS agrees to dedicate an Account Manager solely to SBBC.

2.08 **Marketing.** TEXAS agrees to only market to SBBC employees the following products/services: Voluntary Permanent Life Insurance

2.09 **Fees.** TEXAS agrees to reimburse SBBC of any ACH/Wire Transfer fees billed, as a result of transferring payroll deductions to TEXAS.

2.10 **Underwriting.** TEXAS agrees to only ask employees three (3) work health related underwriting questions.

2.11 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: The Agreement; then
- Second: Addendum Number One (dated, December 23, 2016); then
- Third: RFP 18-009V – “Voluntary Supplemental Insurance for School Board Employees”
- Fourth: The Proposal submitted in response to the RFP by TEXAS

2.11.1 Disputes: In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

2.12 **Inspection of TEXAS Records by SBBC:** TEXAS 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 TEXAS 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, upon reasonable prior written notice 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 TEXAS or any of TEXAS’ payees pursuant to this Agreement. TEXAS’ 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. TEXAS’ 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) TEXAS Records Defined. For the purposes of this Agreement, the term “TEXAS Records” shall mean books, records related only to SBBC and as related to SBBC ONLY 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. The term “TEXAS Records” should not include the individual policy contracts or associated policyholder correspondence or records for SBBC insureds.

(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 TEXAS 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 TEXAS pursuant to this Agreement.

(c) Notice of Inspection. SBBC’s agent or its authorized representative shall provide TEXAS reasonable advance written 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 *the TEXAS'S* facilities during normal operating hours and to any and all TEXAS 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 *TEXAS* 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 *TEXAS* claims for payment by SBBC.

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

(g) Inspection of Subcontractor's Records. *TEXAS* 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 *TEXAS* 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 *TEXAS* pursuant to this Agreement and such excluded costs shall become the liability of *the TEXAS*.

(h) Inspector General Audits. *TEXAS* 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.

2.13 **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  
Broward County Public Schools  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Dildra Martin-Ogburn, Director  
Benefits & Employment Services  
Broward County Public Schools  
7770 W. Oakland Park Blvd., 1<sup>st</sup> Floor  
Sunrise, FL 33351

To TEXAS: Carrol W. Fadal, Vice President, Sales  
Texas Life Insurance Company  
900 Washington Avenue  
Waco, Texas 76701

With a Copy to: Ralph Tumolo, Agent  
Teacher Financial Services  
6000 N. University, Suite 100  
Tamarac, FL 33321

2.14 **BACKGROUND SCREENING.** TEXAS 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 the TEXAS or its personnel providing any services under the conditions described in the previous sentence. TEXAS 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 the TEXAS and its personnel. The parties agree that the failure of TEXAS 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, TEXAS 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 from TEXAS'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 TEXAS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

## 2.15 Insurance Requirements.

(a) 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.

(b) 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) 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 TEXAS 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 TEXAS must be furnished to SBBC indicating the following: TEXAS 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.

(e) 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.

(f) 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.**

(g) 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, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation Of Insurance. TEXAS is 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.

**The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.**

### **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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. In the event of such termination, SBBC shall pay all amounts collected from employees and subject to remittance to TEXAS in the ordinary course.

**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, other than submission of amounts collected and subject to remittance to TEXAS in the ordinary course.

**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.

**3.09 Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. TEXAS shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, TEXAS shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. TEXAS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if TEXAS does not transfer the public records to SBBC. Upon completion of the Agreement, TEXAS shall transfer, at no cost, to SBBC all public records in possession of TEXAS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If TEXAS transfers all public records to SBBC upon completion of the Agreement, TEXAS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TEXAS keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies 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.

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 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.

3.17 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.25 **Liability.** 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 TEXAS: TEXAS 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 TEXAS, its agents, servants or employees; the equipment of TEXAS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of TEXAS or the negligence of TEXAS'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 TEXAS, SBBC or otherwise.

3.26 **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.

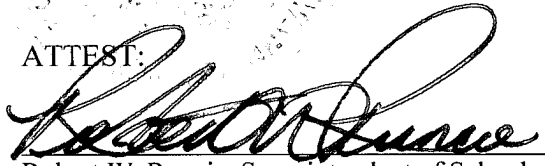
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.



**FOR SBBC**

(Corporate Seal)

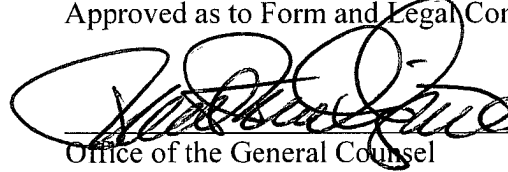
ATTEST:

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

 07/31/17  
Office of the General Counsel

**FOR TEXAS**

(Corporate Seal)

Texas Life Insurance Company

ATTEST:

By *Carroll W. Fadal*  
Carroll W. Fadal, Vice President, Sales

\_\_\_\_\_, Secretary

-or-

*Melanie Cook*  
Witness

*Stacy Horbly*  
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.**

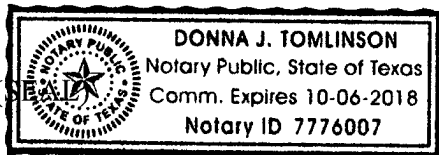
STATE OF *Texas*

COUNTY OF *McLennan*

The foregoing instrument was acknowledged before me this *25<sup>th</sup>* day of *July*, 2017 by Carroll W. Fadal of Texas Life Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/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: *10-6-18*



*Donna J. Tomlinson*  
Signature – Notary Public

Donna J. Tomlinson  
Printed Name of Notary

*7776007*  
Notary's Commission No.

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 22<sup>nd</sup> day of August, 2017, 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

**U.S. LEGAL SERVICES, INC.**

(hereinafter referred to as "U.S. LEGAL"),  
whose principal place of business is  
8133 Baymeadows Way  
Jacksonville, Florida 32256

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP 18-010V – Voluntary Supplemental Insurance for School Board Employees, dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, U.S. LEGAL is willing to provide such products and services to the SBBC; offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and U.S. LEGAL desire to memorialize the terms and conditions of their Agreement;

**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 3.06 of this Agreement, the term of this Agreement shall commence on **January 1, 2018** and conclude on **December 31, 2020**. The term of the Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval, be extended for two (2) 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 at the same rates/fees as the previous twelve (12) months.

2.02 **Direct Billing.** U.S. Legal agrees to provide direct billing for all employees that leave SBBC at a cost of \$2.00 per month, to paid by the participant (ex-employee).

2.03 **Performance Standards.** U.S. Legal agrees to all of the performance standards as outlined in Attachment L to the Proposal submitted in response to the RFP by U.S. Legal, with no deviations.

U.S. Legal further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.04 **M/WBE.** Awardee will provide for M/WBE participation as subsequently negotiated as follows:

- U.S. Legal agrees to allocate a total of \$5,000 annually. U.S. LEGAL further agrees to provide 30 days written notice of any substitution of an M/WBE vendor.

2.05 **Student Scholarship.** U.S. Legal agrees to provide equal to 5% of the collected premium on an annual basis towards Minority Student Scholarships, as defined by SBBC.

2.06 **Rates.** U.S. Legal agrees to a flat rate guarantee of \$16.90 per month for the initial contract period of January 1, 2018 through December 31, 2020.

If SBBC and U.S. Legal mutually agree to exercise the first and second one-year renewal options, U.S. Legal agrees to maintain the initial rates as outlined in section 2.06 above.

Furthermore, U.S. Legal agrees not to pay Commissions.

2.07 **Marketing.** U.S. Legal agrees to only market to SBBC employees the following product:

- Family Defender Voluntary Legal Plan, as more fully described in their proposal.

2.08 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First: The Agreement; then  
Second: Addendum Number Three (dated, December 23, 2016); then  
Third: RFP 18-010V – “Voluntary Supplemental Insurance for School Board Employees”; then  
Fourth: The Proposal submitted in response to the RFP by U.S. Legal  
Fifth:

2.08.1 **Disputes:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

2.09 **Inspection of U.S. LEGAL Records by SBBC:** U.S. LEGAL 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 U.S. LEGAL 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 U.S. LEGAL or any of U.S. LEGAL’S payees pursuant to this Agreement. U.S. LEGAL 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. U.S. LEGAL 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) **U.S. LEGAL Records Defined.** For the purposes of this Agreement, the term “U.S. LEGAL 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 U.S. LEGAL 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 *U.S. LEGAL* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *U.S. LEGAL* 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 *the U.S. LEGAL'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 *U.S. LEGAL* 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 *U.S. LEGAL* 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 *U.S. LEGAL* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the U.S. LEGAL*. If the audit discloses billings or charges to which *the U.S. LEGAL* is not contractually entitled, the *U.S. LEGAL* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *U.S. LEGAL* 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 *U.S. LEGAL* 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 *U.S. LEGAL* pursuant to this Agreement and such excluded costs shall become the liability of *the U.S. LEGAL*.

(h) Inspector General Audits. *U.S. LEGAL* 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.

2.10 **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, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to:

Dr. Dildra Martin-Ogburn, Director  
Benefits & Employment Services  
7770 W. Oakland Park Blvd., 1<sup>st</sup> Floor  
Sunrise, Florida 33351

To U.S. LEGAL:

Marie M. Forbes, President  
U.S. Legal Services, Inc.  
8133 Baymeadows Way  
Jacksonville, Florida 32256

With a Copy to:

Renee Bateh, CFO  
U.S. Legal Services, Inc.  
8133 Baymeadows Way  
Jacksonville, Florida 32256

2.11 **BACKGROUND SCREENING.** U.S. LEGAL 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 the U.S. LEGAL or its personnel providing any services under the conditions described in the previous sentence. U.S. LEGAL 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 the U.S. LEGAL and its personnel. The parties agree that the failure of U.S. LEGAL 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, U.S. LEGAL 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 from U.S. LEGAL'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 U.S. LEGAL of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

## 2.12 **Insurance Requirements.**

(a) 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.

(b) 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) 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 U.S. LEGAL 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 U.S. LEGAL must be furnished to SBBC indicating the following: U.S. LEGAL 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.

(e) 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.

(f) 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.**

(g) 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, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation Of Insurance. U.S. LEGAL is 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.

**The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.**

2.13 Payment Method. The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces



exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

### **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 **M/WBE Commitment.** Throughout the term of the Agreement, U.S. LEGAL shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE U.S. LEGALS who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE U.S. LEGALS to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. U.S. LEGAL agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE U.S. LEGALS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE U.S. LEGAL participation suggested by SBBC. If at any time during the term the parties

agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **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 3.06.

3.08 **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.

3.09 **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.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. U.S. LEGAL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, U.S. LEGAL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes,

or as otherwise provided by law. U.S. LEGAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if U.S. LEGAL does not transfer the public records to SBBC. Upon completion of the Agreement, U.S. LEGAL shall transfer, at no cost, to SBBC all public records in possession of U.S. LEGAL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If U.S. LEGAL transfer all public records to SBBC upon completion of the Agreement, U.S. LEGAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If U.S. LEGAL keeps and maintains public records upon completion of the Agreement, U.S. LEGAL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

3.11 **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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

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

3.13 **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.

3.14 **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.

3.15 **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.

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

3.17 **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.

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 affect 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.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** 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 U.S. LEGAL: U.S. LEGAL 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 U.S. LEGAL, its agents, servants or employees; the equipment of U.S. LEGAL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of U.S. LEGAL or the negligence of U.S. LEGAL'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 U.S. LEGAL, SBBC or otherwise.

3.27 **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

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By Abby M. Freedman  
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

 07/31/17  
Office of the General Counsel

**FOR U.S. LEGAL**

(Corporate Seal)

U.S. LEGAL SERVICES, INC.

ATTEST:

*Marie M. Forbes*  
\_\_\_\_\_, Secretary

By *Marie M. Forbes*  
\_\_\_\_\_  
Marie M. Forbes, President

-or-

*Nana Jubran*  
\_\_\_\_\_  
Witness

*Patricia B. Williams*  
\_\_\_\_\_  
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 Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2017 by Marie M. Forbes of U.S. LEGAL SERVICES, INC.,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

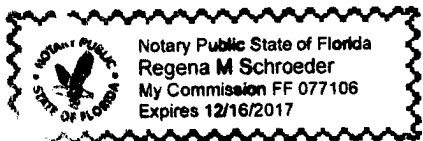
My Commission Expires: 12/16/2017

*Regena M. Schroeder*  
\_\_\_\_\_  
Signature – Notary Public

(SEAL)

Regena M. Schroeder  
\_\_\_\_\_  
Printed Name of Notary

FF077106  
\_\_\_\_\_  
Notary's Commission No.



## AGREEMENT

THIS AGREEMENT is made and entered into as of this 22<sup>nd</sup> day of August, 2017, 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

### WASHINGTON NATIONAL INSURANCE COMPANY

(hereinafter referred to as "WASHINGTON NATIONAL"),  
whose principal place of business is  
11825 N. Pennsylvania Street  
Camel, IN 46032

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-010V Voluntary Supplemental Insurance for School Board Employees dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016. (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, the SBBC is in need of certain products and services and has selected WASHINGTON NATIONAL to provide such products and services; and

**WHEREAS**, WASHINGTON NATIONAL is willing to provide such products and services to SBBC; offered a proposal dated February 1, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, SBBC and WASHINGTON NATIONAL desire to memorialize the terms and conditions of their Agreement;

**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 initial term of this Agreement shall commence on January 1, 2018 and conclude on December 31, 2020. The term of the Agreement may be extended by two (2) additional one-year periods,



if needed, upon SBBC's sole option after the initial contract period or any one-year renewal option, SBBC may exercise its option to extend the contract for 180 days beyond the expiration date of the renewal period, with the exception of the Life Insurance Benefit, at a rate change not to exceed the CPI of the previous year.

2.02 **Direct Billing.** WASHINGTON NATIONAL agrees to provide direct billing for all employees that leave SBBC, at no cost to SBBC.

2.03 **Participation.** WASHINGTON NATIONAL agrees to waive any minimum participation requirements for all products.

2.04 **Section 125.** WASHINGTON NATIONAL agrees to offer all products on a post-tax basis.

2.05 **Employee Application.** WASHINGTON NATIONAL agrees to provide access to its electronic enrollment system for benefit administration purposes. In addition, WASHINGTON NATIONAL agrees to provide SBBC with information needed for payroll deductions.

2.06 **Domestic Partners.** WASHINGTON NATIONAL agrees to offer Cancer, Critical Illness, Accident and Life Insurance coverage to dependents and domestic partners, at the same rates offered to SBBC employees.

2.07 **Self-Billing.** WASHINGTON NATIONAL agrees to accept SBBC's self-billing/remittance process without any deviations, provided however, that each payroll cycle, WASHINGTON NATIONAL will receive a form of deduction/reduction report, deduction register, or receipt file showing deductions made for employees enrolled in the consumer financial product plan. The file format of such report will be subject to the prior approval of SBBC. It will be the responsibility of WASHINGTON NATIONAL to provide SBBC with any discrepancies within 10 business days.

2.08 **Performance Standards.** WASHINGTON NATIONAL agrees to all of the performance standards as outlined in Attachment L.

WASHINGTON NATIONAL further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.09 **Marketing.** WASHINGTON NATIONAL agrees to only market to SBBC employees the following products: Cancer, Critical Illness, Accident and Life Insurance plans, as more fully described in their Proposal.

2.10 **Accident Benefits.** WASHINGTON NATIONAL agrees to offer an Accident Plan, as more fully described in their proposal.

- WASHINGTON NATIONAL agrees to offer a Level One and Level Two options, including riders, as more fully described in their proposal, at the discretion of the employee and/or their dependent(s)

2.11 **Cancer Benefits.** WASHINGTON NATIONAL agrees to provide cancer benefits, as more fully outlined in their Proposal.

2.12 **Critical Illness Benefits.** WASHINGTON NATIONAL agrees to provide the following:

- An Active Care plan and a Critical Solutions plan, as more fully described in their proposal.
- The Active Care Plan Commissions are 60% for the first year with 10% for year two (2) and beyond
- The Critical Solutions Plan Commissions are 65% for the first year with 10% for each year the policy remains in force

2.13 **Life Insurance Benefits.** WASHINGTON NATIONAL agrees to offer a Life Insurance Plan, as more fully described in their proposal.

- WASHINGTON NATIONAL agrees to offer coverage to all Benefit eligible employees who work 20 or more hours per week.

2.14 **Premiums.** WASHINGTON NATIONAL agrees to guarantee premium rates for the term of the Agreement. During the term of the Agreement, if the rates are changed for the entire block of business within the State of Florida, WASHINGTON NATIONAL agrees to provide at a minimum, 270 days' notice prior to the effective date of January 1<sup>st</sup>.

2.15 **M/WBE.** WASHINGTON NATIONAL will provide for M/WBE participation, as subsequently negotiated:

- WASHINGTON NATIONAL agrees to allocate a total of \$2,500 per line of coverage (Cancer, Critical Illness, Accident and Life) for a total of \$10,000 annually for a verified M/WBE vendor.

2.16 **Student Scholarships.** WASHINGTON NATIONAL agrees to provide a total of \$2,500 per line of coverage (Cancer, Critical Illness, Accident and Life) for a total of \$10,000 annually to the Broward Education Foundation for Minority Scholarships.

2.17 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- |         |  |
|---------|--|
| First:  | This Agreement   |
| Second: | Addendum Number One [dated December 23, 2016] to the RFP;                  |
| Third:  | RFP 18-010V - "Voluntary Supplement Insurance for School Board Employees"; |
| Fourth: | The Proposal submitted in response to the RFP by WASHINGTON NATIONAL       |

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

2.18 **Inspection of WASHINGTON NATIONAL Records by SBBC.** WASHINGTON NATIONAL 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 WASHINGTON NATIONAL 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 WASHINGTON NATIONAL

or any of *WASHINGTON NATIONAL*'s payees pursuant to this Agreement. *WASHINGTON NATIONAL*'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. *WASHINGTON NATIONAL*'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) *WASHINGTON NATIONAL*'s Records Defined. For the purposes of this Agreement, the term "*WASHINGTON NATIONAL*'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 *WASHINGTON NATIONAL*'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 *WASHINGTON NATIONAL* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL*'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 *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL* 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 employees by *WASHINGTON NATIONAL* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *WASHINGTON NATIONAL*. If the audit discloses billings or charges to which *WASHINGTON NATIONAL* is not contractually entitled, *WASHINGTON NATIONAL* shall pay said sum to affected SBBC employees within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL* pursuant to this Agreement and such excluded costs shall become the liability of *WASHINGTON NATIONAL*.

(h) Inspector General Audits. *WASHINGTON NATIONAL* 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.

2.19 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 Broward County Public Schools 600 Southeast Third Avenue, 10 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
With a Copy to:	Director, Benefits & Employment Services Broward County Public Schools 7770 W. Oakland Park Boulevard – 1 <sup>st</sup> Floor Sunrise, Florida 33351
To Washington National:	Michael Heard, President Washington National Insurance Company 11825 N. Pennsylvania Street Carmel, IN 46032
With a Copy to:	Linda Teets, Vice President Performance Matters Associates 11825 N. Pennsylvania Street Carmel, IN 46032

2.20 Background Screening: *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL* or its personnel providing any services under the conditions described in the previous sentence. *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL* and its personnel. The parties agree that the failure of *WASHINGTON NATIONAL* 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. *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.21 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 *WASHINGTON NATIONAL*: *WASHINGTON NATIONAL* 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 *WASHINGTON NATIONAL*, its agents, servants or employees; the equipment of *WASHINGTON NATIONAL*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *WASHINGTON NATIONAL* or the negligence of *WASHINGTON NATIONAL*'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 *WASHINGTON NATIONAL*, 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.

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.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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.

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.

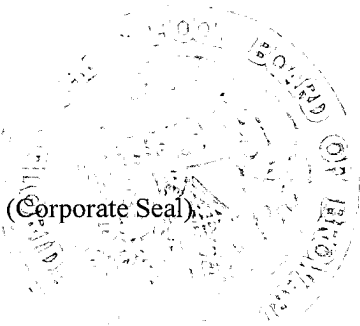
3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, 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.

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.





(Corporate Seal)

**SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Robert W. Runcie 07/31/17  
Office of the General Counsel

**FOR WASHINGTON NATIONAL**

(Corporate Seal)



WASHINGTON NATIONAL  
INSURANCE COMPANY

ATTEST:

By   
Michael Heard, President

\_\_\_\_\_, Secretary

-or-

  
Witness  
  
Witness

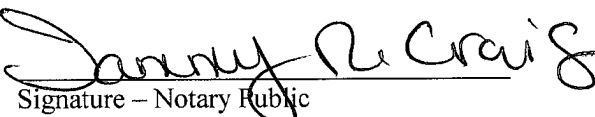
**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF IN  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 17 day of  
July, 2017 by Michael Heard of Washington National Insurance Company  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/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: 11-29-18

  
Signature – Notary Public  
Tammy R. Craig  
Printed Name of Notary  
622641  
Notary's Commission No.

(SEAL)

