

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, 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

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
2 Pierce Place  
Itasca, Illinois 60143

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverage (hereinafter referred to as "RFP") and dated March 28, 2013 for the purpose of receiving Catastrophic Accident Coverage; and

**WHEREAS**, VENDOR offered a proposal dated April 30, 2013 (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to this RFP; and

**WHEREAS**, VENDOR admits and agrees that on June 25, 2013, it was awarded a Agreement under RFP from July 1, 2013 through June 30, 2016, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period; and

**WHEREAS**, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year; and

**WHEREAS**, VENDOR is willing to continue providing services under this RFP.

**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.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the original term of July 1, 2013 through June 30, 2016 is hereby renewed from **July 1, 2016** and conclude on **June 30, 2017**. The term of this Agreement may be extended for an additional year, and if needed, and 180 days beyond the expiration date of the final renewal period.

## ARTICLE 2 – SPECIAL CONDITIONS

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

- First: This Agreement, then;
- Second: Addendum No 1, then;
- Third: RFP 14-014V – Risk Management Property and Casualty Consultant Services
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at the total annual premium as stated below:

Total Estimated Annual Premium: \$60,000                      Commission: 15%

VENDOR shall submit an invoice to SBBC, before July of the new fiscal year, for the total annual premium. SBBC shall issue a Purchase Order for the payment of the annual premium. VENDOR's payment terms are Net 7 days from the date of the invoice.

2.04 **Services.** VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR 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 vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor 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.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR 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 VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR'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. VENDOR'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) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR'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 VENDOR'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 VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR 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 VENDOR'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 VENDOR 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 VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, VENDOR 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. VENDOR 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 VENDOR 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 VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR 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.

2.07 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: Executive Director of Benefits & EEO Compliance  
The School Board of Broward County, Florida  
7770 West Oakland Park Blvd., 1<sup>st</sup> Floor  
Fort Lauderdale, Florida 33315

Director, Risk Management Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 11<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To VENDOR: Arthur J. Gallagher Risk Management Services, Inc.  
2255 Glades Road  
Boca Raton, Florida 33431

With a Copy to: Dave Marcus, Area Chairman, South Florida  
2255 Glades Road  
Boca Raton, Florida 33431

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

### **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. 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.** 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 Agreement 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 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 affect 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.



liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR, 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:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams  
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County,  
Florida, ou=Office of the General Counsel, email=kathelyn.jacques-  
adams@browardschools.com, c=US  
Reason: Scholastic Insurance of Florida, L.L.C. d/b/a School Insurance of  
Florida - RFP 14-015P - Student and Athletic Accident Insurance and  
Catastrophic Accident Coverage  
Date: 2016.05.25 10:16:31 -0400

\_\_\_\_\_  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

ATTEST:

By *David Marcus*

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

-or-

*Paul*  
Witness

*Cynthia Puster*  
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 PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of MAY, 2016 by DAVID L. MARCUS of

ARTHUR J. GALLAGHER RMS, INC., on behalf of the corporation/agency.  
Name of Corporation or Agency

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

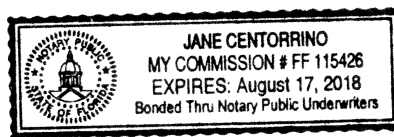
My Commission Expires:

*Jane Centorrino*  
Signature – Notary Public

JANE CENTORRINO  
Printed Name of Notary

(SEAL)

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



## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, 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

**SCHOLASTIC INSURANCE OF FLORIDA, L.L.C.**

**D/B/A SCHOOL INSURANCE OF FLORIDA**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
12200 West Colonial Drive, Suite 100  
Winter Garden, Florida 34787

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverage (hereinafter referred to as "RFP") and dated March 28, 2013 for the purpose of receiving Student and Athletic Accident Coverage; and

**WHEREAS**, VENDOR offered a proposal dated April 22, 2013 (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to this RFP; and

**WHEREAS**, VENDOR admits and agrees that on June 25, 2013, it was awarded a Agreement under RFP through June 30, 2016, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period; and

**WHEREAS**, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year; and

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- First: This Agreement, then;
- Second: Addendum No 1, then;
- Third: RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverages
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Rate/Premium.** The rates shown in **Attachment A** are for Head Start and Early Head Start programs and are paid through a written purchase order issued by SBBC. The total annual premium shall vary depending on the enrollment of students into the program for the fiscal school year. VENDOR shall submit an invoice to SBBC, before July of the new fiscal year, for the total annual premium. SBBC shall issue a Purchase Order for the payment of the annual estimated premium. VENDOR's payment terms are Net 7 days from the date of the invoice.

The rates VENDOR shall offer to the parents, who wish to purchase voluntary student and athletic accident insurance for their child, is shown in **Attachment B**. Parents, of the insured child, pay VENDOR directly for their insurance.

2.04 **Services.** VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR 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 vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor 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.

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

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(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR 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 VENDOR'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 VENDOR 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 VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, VENDOR 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. VENDOR 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 **VENDOR** 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 **VENDOR** pursuant to this Agreement and such excluded costs shall become the liability of **VENDOR**.

(h) **Inspector General Audits.** **VENDOR** 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.

2.07 **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: Executive Director of Benefits & EEO Compliance  
The School Board of Broward County, Florida  
7770 West Oakland Park Blvd., 1<sup>st</sup> Floor  
Fort Lauderdale, Florida 33315

Director, Risk Management Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 11<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To **VENDOR**: Lane Smith  
Scholastic Insurance of Florida, LLC  
d/b/a School Insurance of Florida  
P.O. Box 784268  
Winter Garden, Florida 34778

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

## 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 Agreement.

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.** 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 Agreement 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 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 **Incorporation by Reference.** Attachment A 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 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 VENDOR: VENDOR 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR, 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

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

ATTEST:

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams  
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US  
Reason: Scholastic Insurance of Florida, L.L.C. d/b/a School Insurance of Florida - RFP 14-015P - Student and Athletic Accident Insurance and Catastrophic Accident Coverage  
Date: 2016.05.25 10:16:31 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

SCHOLASTIC INSURANCE OF FLORIDA, L.L.C.  
d/b/a SCHOOL INSURANCE OF FLORIDA

ATTEST:

By Lane J. Smith

Lane Smith  
\_\_\_\_\_, Secretary

-or-

Christina Miller  
\_\_\_\_\_  
Witness

Deborah J. Jolly  
\_\_\_\_\_  
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 ORANGE

The foregoing instrument was acknowledged before me this 20 day of May, 2016 by Lane Smith of School Insurance of Florida, on behalf of the corporation/agency.

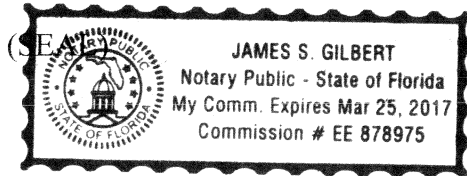
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

James S. Gilbert  
\_\_\_\_\_  
Signature - Notary Public

James S. Gilbert  
\_\_\_\_\_  
Printed Name of Notary

EE 878975  
\_\_\_\_\_  
Notary's Commission No.



## Head Start and Early Head Start Programs

**BROWARD COUNTY SCHOOLS****VOLUNTARY STUDENT ACCIDENT INSURANCE SUMMARY**

<b>Policy Benefit</b>	<b>Plan A</b>	<b>Plan B</b>
Maximum Medical	\$ 25,000	\$ 25,000
Loss of Life	\$ 1,500	\$ 3,000
Double Dismemberment	\$ 7,500	\$10,000
Single Dismemberment	\$ 1,000	\$ 2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 weeks	52 weeks
Initial Non-Surgical Physician's Benefit	\$50	\$ 75
Physician's Non-Surgical Follow-Up Visits	\$40	\$ 45
Outpatient Therapy Or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @ \$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (Includes Reading Fees)	UCR up to \$150	Up to \$ 350
MRI	UCR up to \$500	Up to \$ 750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges Per Diem	Up to \$300 per day	Up to \$ 750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges: (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$ 50
Dental Treatment	Up to \$350 \tooth	Up to \$750 \tooth
Emergency Ambulance Service	Up to \$250	Up to \$750

**CURRENT STUDENT RATES**

Group Rates for Voluntary Plan	Plan A	Plan B
School-Time Plan (Grades Pre-K-12)	<b>\$9.00</b>	<b>\$25.00</b>
24-Hour Plan (Grades Pre-K-12)	<b>\$47.00</b>	<b>\$150.00</b>
<b>Before and After Care</b>	<b>\$8.00</b>	NA
Rates for Tackle Football, grades 9,10,11,12 <sup>th</sup> Fall FHSAA Try-Out Sessions and Classic Game	<b>\$15.00</b>	<b>\$35.00</b>
Regular FHSAA Season Practices and Games	<b>\$ 60.00</b>	<b>\$120.00</b>
FHSAA Spring Practice Sessions and Jamboree	<b>\$ 20.00</b>	<b>\$40.00</b>
FHSAA Try-Out, Regular Season and Spring	<b>\$85.00</b>	<b>\$190.00</b>

Head Start and Early Head Start Programs  
**RATE/PREMIUM**

	Rate	x	Est. Enrollment = Est. Annual Premium
	Rate		<u>Estimated*</u> Enrollment (Plan A & Plan B)
			<u>Estimated*</u> Annual Premium
<b><u>Voluntary Accident</u></b>			
24 HR Plan A – Basic Benefits	\$47.00		1,203
24 HR Plan B – Enhanced Benefits	\$150.00		301
At School Plan A – Basic Benefits	\$9.00		1,332
At School Plan B – Enhanced Benefits	\$25.00		333
<b><u>Voluntary Athletics</u></b>			
High School Football Full Season Plan A – Basic Benefits	\$85.00		220
High School Football Full Season Plan B – Enhanced Benefits	\$190.00		
Football Pre-Season Only – Plan A	\$15.00		
Plan B	\$35.00		
Football Regular Season Only – Plan A	\$60.00		
Plan B	\$120.00		
Football Spring Practice Only – Plan A	\$20.00		
Plan B	\$40.00		
<b><u>Mandatory Accident</u></b>			
Head Start and Early Head Start Plan A – Basic Benefits	\$8.00		2,120
Head Start and Early Head Start Plan B – Enhanced Benefits	\$14.00		
Total <b>Estimated</b> Annual Premium			\$157,664.00
Estimated Commissions			10%
Administration Fees (If Applicable)			None

**\*This will vary depending upon the enrollment.**

**VOLUNTARY STUDENT ACCIDENT INSURANCE COMPANY**

<b>Policy Benefit</b>	<b>Plan A</b>	<b>Plan B</b>
Maximum Medical	\$25,000	\$25,000
Loss of Life	\$1,500	\$3,000
Double Dismemberment	\$7,500	\$10,000
Single Dismemberment	\$1,000	\$2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 Weeks	52 Weeks
Initial Non-Surgical Physician's Benefit	\$50	\$75
Physician's Non-Surgical Follow-Up Visits	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @\$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (includes Reading Fees)	UCR up to \$150	Up to \$350
MRI	UCR up to \$500	Up to \$750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Out-patient, Surgi-Care Center or "Same Day Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$50
Dental Treatment	Up to \$350/tooth	Up to \$750/tooth
Emergency Ambulance Services	Up to \$250	Up to \$750

**CURRENT STUDENT RATES**

<b>Group Rates for Voluntary Plan</b>	<b>Plan A</b>	<b>Plan B</b>
School-Time Plan (Grades Pre-K – 12)	\$9.00	\$25.00
24-Hour Plan (Grades Pre-K – 12)	\$47.00	\$150.00
Before and After Care	\$8.00	N/A
Rates for Tackle Football, grades 9 – 12 Fall FHSAA Try-out Sessions and Classic Games	\$15.00	\$35.00
Regular FHSAA Season Practices and Games	\$60.00	\$120.00
FHSAA Spring Practice Sessions and Jamboree	\$20.00	\$40.00
FHSAA Try-out, Regular Season and Spring	\$85.00	\$190.00