

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 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 1st.

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, 10th Floor
Fort Lauderdale, Florida 33301

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

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

With a Copy to: Henry Trevor, AVP, Group Underwriting
1000 N. Milwaukee Avenue, 6th 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.

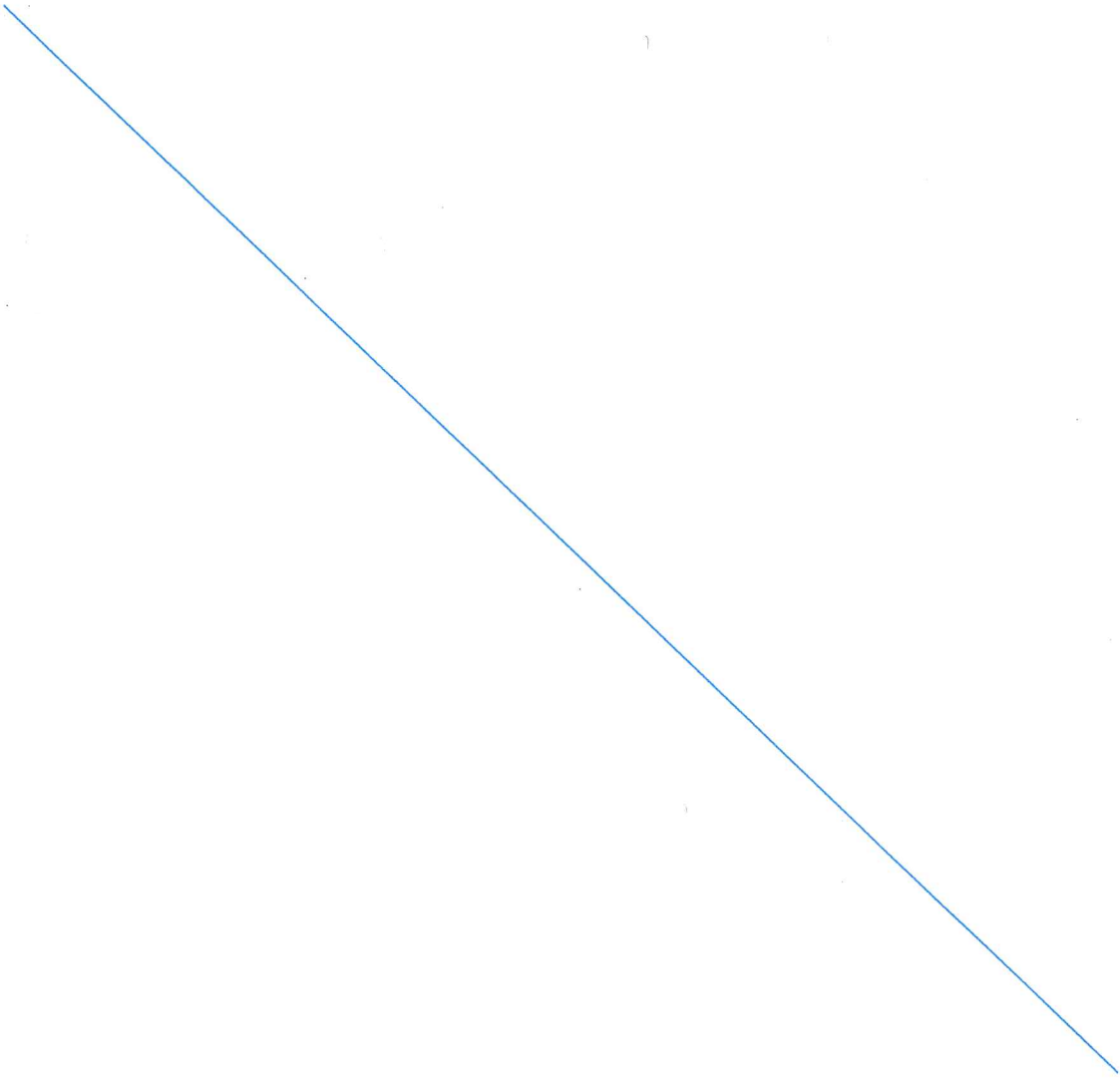
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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)

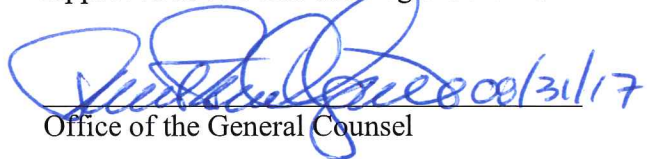
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By Chris Martin
Chris Martin, President

_____, Secretary

-or-

Randy F. Guen
Witness

[Signature]
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 30th 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

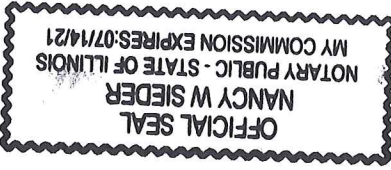
My Commission Expires: 7/14/21

Nancy W. Sieder
Signature - Notary Public

Nancy W. Sieder
Printed Name of Notary

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

(SEAL)



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., 1st Floor, Sunrise, Florida 33351-6704**

The Employer hereby applies for the following Combined Insurance Company of America'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)

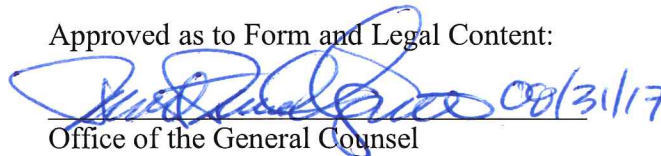
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

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-

Ron F. Dean
Witness
[Signature]
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 Cool

The foregoing instrument was acknowledged before me this 30th 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

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., 1st 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

(Corporate Seal)

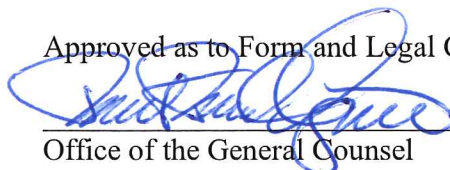
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

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-

Ray F. Guen
Witness

[Signature]
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 30th 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
("The Company")
Group Policyholder Application**

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

Name of Entity/Policyholder: The School Board of Broward County Florida	Policy Number: C15-LBT
Address (No., Street, City, State & ZIP Code): 7770 West Oakland Park Blvd, 1st Floor, Sunrise, FL33351	Policy Effective Date: Jan. 1, 2018- Dec. 31, 2020
Contact Name, Phone # and Fax #: Dr. Dildra Martin-Ogburn, Director, Benefits & Employment Services (754) 321-3111	

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.

The Entity/Policyholder must:

- Allow agents to conduct SBBC scheduled enrollments of all Benefits Eligible Classes, as shown in the Policy Schedule. Eligible Classes are:
 - Eligible Employees, who must be actively at work, as determined by COMBINED's underwriting rules, on the date the enrollment form is signed.
 - their Eligible Spouses; and
 - their Eligible Dependents.
- 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.
- Indicate selection of Policy and Riders that may be made available to Eligible Classes, subject to state and/or underwriting approvals:

	Accept	Decline
Group Lifetime Benefit Term Insurance Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accidental Death Benefit Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver of Premium Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Payor Waiver of Premium Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dependent Child Rider	<input type="checkbox"/>	<input type="checkbox"/>
Level Term Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accelerated Death Benefit for Terminal Illness Rider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guaranteed Insurance Option Benefit Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accelerated Death Benefit for Qualified Long Term Care Insurance Rider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extended Acceleration for Death Benefit for Qualified Long Term Care Insurance Rider <input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Restoration Rider <input type="checkbox"/> 25% <input type="checkbox"/> 50%	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

- Election of Nonforfeiture Option to be provided to Eligible Classes:
 - Paid-Up Benefit None

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

Enrollment Period: from January 1, 2018 to December 31, 2020

Officer/Representative: To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any

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

Agent: To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any Proposed

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

SBBC

(Corporate Seal)

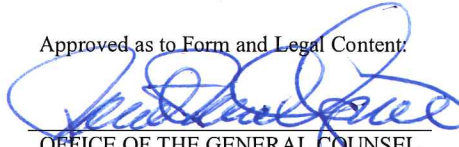
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

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

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Witness

[Signature]
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Name of Person Name of Corporation or Agency
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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.

