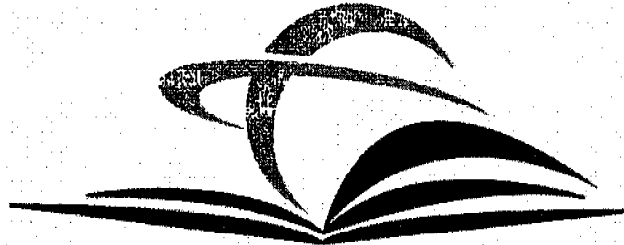


**THE SCHOOL BOARD  
OF  
MIAMI-DADE COUNTY, FLORIDA**



**Miami-Dade County  
Public Schools**  
*giving our students the world*

**REQUEST FOR PROPOSALS**

**FOR**

**STUDENT ACCIDENT  
AND  
ATHLETIC ACCIDENT  
INSURANCE COVERAGES**

**Website: <http://procurement.dadeschools.net/bidsol.htm>**

**PROPOSAL RETURN DATE: March 22, 2005 by 2:00 p.m. (EST)**

**RFP NUMBER: RFP 055-EE10**

**February 16, 2005**

# Miami-Dade County Public Schools

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## Superintendent of Schools

Rudolph F. Crew, Ed.D.



Miami-Dade County Public Schools  
*giving our students the world*

**SECTION I - INTRODUCTION**

Scope of Request for Proposals ..... I-1  
 Current Programs ..... I-1  
 Description of Operations ..... I-2  
 Additional Information ..... I-2  
 Role of Consultant ..... I-2  
 Analysis Schedule ..... I-3

**SECTION II - GENERAL REQUIREMENTS**

Proposal Return Date ..... II-1  
 Objections to Request for Proposals ..... II-1  
 Addenda to RFP ..... II-1  
 Minimum Insurer Qualifications ..... II-2  
 Claims Payment/Policy Service ..... II-2  
 Proposer Responsible for Addressing Criteria ..... II-3  
 Response Evaluation ..... II-3  
 Affirmative Action Requirements and M/WBE Participation ..... II-4  
 Compliance with Laws, Rules and Regulations ..... II-4  
 Irrevocability of Proposal ..... II-5  
 Use of Proposal Forms ..... II-5  
 Waiver and/or Rejection Proposals ..... II-5  
 Non-Warranty of Request for Proposal ..... II-5  
 Deviations from RFP ..... II-5  
 Method of Acceptance ..... II-6  
 Mandatory Recommendations ..... II-6  
 Attachment of Specimen Contracts ..... II-6  
 Conflict with Specimen Contracts or Policies ..... II-6  
 Cone of Silence ..... II-7  
 Public Entity Crime ..... II-9  
 Estimated Enrollment ..... II-9  
 Term of Contract ..... II-10  
 Rate Guarantee ..... II-10  
 Premium Envelope and Brochure Requirements ..... II-10  
 Proofs of Distributed Materials Required ..... II-11  
 Miami-Dade Sports Medicine Program ..... II-11  
 School Board Not Responsible for Minimum Policies or Costs ..... II-12  
 Sales of Allied Lines ..... II-12  
 Severability of Contracts ..... II-12

**SECTION III - MODEL PROGRAM FOR STUDENT  
ACCIDENT INSURANCE**

Provisions Incorporated by Reference .....	III-1
Form of Coverage .....	III-1
Policy Period.....	III-1
Before/After School Care Programs .....	III-1
Limited School Sales Period.....	III-2
Collection of Transmittal Envelopes .....	III-2
Listing of Insured Students .....	III-2
Loss Statistics .....	III-3
Historical Student Accident Premiums & Losses.....	III-4
Student Accident Policy - Pro Forma .....	III-5

**SECTION IV - MODEL PROGRAM FOR FOOTBALL  
ACCIDENT INSURANCE**

Provisions Incorporated by Reference .....	IV-1
Form of Coverage .....	IV-1
Policy Period.....	IV-1
Listing of Insured Students .....	IV-1
Loss Statistics .....	IV-2
Historical Football Accident Premiums & Losses.....	IV-3
Football Accident Policy - Pro Forma .....	IV-4

**SECTION V -- MODEL PROGRAM FOR CATASTROPHIC  
ATHLETICS INSURANCE**

Provisions Incorporated by Reference .....	V-1
Form of Coverage .....	V-1
Policy Period.....	V-1
Loss Statistics .....	V-1
Historical Catastrophic Athletics Premiums & Losses.....	V-1

**SECTION VI - EXHIBITS**

Affirmative Action Employment Breakdown.....	Ex. A
M/WBE Certification Application.....	Ex. B
Historical Premium & Loss Data.....	Ex. C
Catastrophic Athletics Current Policy .....	Ex. D
FHSAA Member School Insurance Requirements.....	Ex. E

**SECTION VII – BROWARD & PALM BEACH EXHIBITS**

**SECTION VIII – PROPOSAL FORMS – STUDENT ACCIDENT**

Agent/Broker .....	PF-1
Insurer .....	PF-1
Claims Administration.....	PF-2
Rate/Premium Calculation.....	PF-2
Statement of Equal Employment Policy.....	PF-3
Minority/Women Business Enterprise (M/WBE) Participation.....	PF-3
Employment Breakdown .....	PF-3
Deviations From Model Program .....	PF-4
Additional Comments/Deviation from Model Program.....	PF-6
Checklist of Material to Be Included.....	PF-6
Proposer's Warranty.....	PF-7

**SECTION IX – PROPOSAL FORMS – FOOTBALL ACCIDENT**

Agent/Broker .....	PF-1
Insurer .....	PF-1
Claims Administration.....	PF-2
Rate/Premium Calculation.....	PF-2
Statement of Equal Employment Policy.....	PF-2
Minority/Women Business Enterprise (M/WBE) Participation.....	PF-3
Employment Breakdown .....	PF-3
Deviations From Model Program .....	PF-4
Additional Comments/Deviation from Model Program.....	PF-5
Checklist of Material to Be Included.....	PF-5
Proposer's Warranty.....	PF-6

**SECTION X – PROPOSAL FORMS – CATASTROPHIC ATHLETICS**

Agent/Broker .....	PF-1
Insurer .....	PF-1
Rate/Premium Calculation.....	PF-2
Form of Coverage .....	PF-2
Statement of Equal Employment Policy.....	PF-2
Minority/Women Business Enterprise (M/WBE) Participation.....	PF-2
Employment Breakdown .....	PF-3
Deviations From Model Program .....	PF-3
Additional Comments/Deviation from Model Program.....	PF-4
Checklist of Material to Be Included.....	PF-4
Proposer's Warranty.....	PF-5



**SECTION I**

**INTRODUCTION**





**SECTION I**

**INTRODUCTION**

**SCOPE OF REQUEST FOR PROPOSALS**

This Request for Proposals (hereinafter this RFP) has been prepared to solicit Proposals for Student Accident and Athletic Accident Insurance Coverages for the School Board of Miami-Dade County, Florida (hereinafter the School Board).

The School Board participates in a tri-county risk management consortium that also includes the School Board of Broward County and the School Board of Palm Beach County. Proposers are advised that the other participants in the consortium (the School Board of Broward County and the School Board of Palm Beach County) may, at their own discretion, initiate direct negotiations with the winning proposer(s) pursuant to the provisions of State Board Rule 6A-1.012(11) whereby district school boards when purchasing insurance, entering risk management programs, or contracting with third party administrators, may make any such acquisitions through the bid process or by direct negotiations and contract.

As such, some limited historical information and program description information for the School Board of Broward County and the School Board of Palm Beach County is included in Section VII of this RFP.

**CURRENT PROGRAMS**

The School Board currently makes Student Accident insurance available for all students including those participating in all sports except high school football. The School Board currently has a separate Football Accident insurance program for students participating in high school football. The School Board also currently purchases Catastrophic Athletics coverage pursuant to FHSAA requirements (see Exhibit E).

The Student Accident insurance for the School Board is currently provided by Reliance Standard Life Insurance Company. The Football Accident insurance is provided by Life Insurance Company of North America. The Catastrophic Athletics insurance is provided by National Union Fire Insurance Company of Pittsburgh, Pa.

The School Board requires all students participating in high school football programs to purchase the Football Accident insurance. Currently, the School Board partially

subsidizes the cost of Football Accident insurance. There is no guarantee that this subsidy will continue. No other student accident coverage is subsidized by the School Board. The School Board requires all students participating in high school athletics other than football to purchase, at minimum, School Time Student Accident coverage. The School Board also requires all students participating in elementary after/before care school programs to purchase, at minimum, School Time Student Accident coverage.

Premium payments for both the Student Accident and the Football Accident programs are made by students and their families directly to the program administrators, not to the School Board. The School Board pays for the Catastrophic Athletics insurance.

### **DESCRIPTION OF OPERATIONS**

The School Board is the fourth largest school system in the United States. Regular enrollment is approximately 357,000 students with 19,846 teachers using more than 307 school facilities. Total full and part time employees number approximately 47,000.

### **ADDITIONAL INFORMATION**

Additional information or clarification with respect to this RFP can be requested, in writing, until 2:00 p.m. on March 11, 2005 from:

Scott B. Clark, Risk & Benefits Officer  
Office of Risk & Benefits Management  
Miami-Dade County Public Schools  
1500 Biscayne Blvd., #127  
Miami, FL 33132  
Fax: (305) 995-7170

If reasonably available and relevant, such additional information will be made available to all proposers by an addendum to the RFP. Addendums, if issued, will be available at <http://procurement.dadeschools.net/bidsol.htm>.

### **ROLE OF CONSULTANT**

Siver Insurance Consultants has been retained as independent risk and insurance management consultants. Siver acts solely in its capacity as consultant and does not sell insurance or receive, directly or indirectly, any commissions, contingent commissions or overrides.

**ANALYSIS SCHEDULE**

Proposals opened at the proposal opening on March 22, 2005 will be analyzed from a technical perspective by the School Board's Office of Risk & Benefits Management and the School Board's consultant, Siver Insurance Consultants. The technical analysis will be distributed to the Superintendent's Ad-Hoc Insurance Committee, pursuant to School Board Rule 6Gx13 - 3F-1.022, Professional Service Contracts for Insurance or Risk Management Programs - Policy, which consists of the following:

Deputy Superintendent, Curriculum and Instruction  
Deputy Superintendent, Business Operations  
Chief Financial Officer  
Risk & Benefits Officer, Office of Risk & Benefits Management  
Greater Miami Athletic Conference  
Athletic Trainer, Coral Gables Senior  
Athletic Trainer, Palmetto Senior  
Doctor's Hospital (Sports Medicine Program)  
Risk Manager, Broward County Public Schools  
Risk Manager, Palm Beach County Public Schools

Resource Persons: Miami-Dade School Board Attorney's Office  
Miami-Dade's Property/Casualty Insurance Consultant

This committee will then meet to discuss their analysis and prepare a written recommendation to the School Board. Committee members will be instructed to neither meet with proposers nor discuss proposals received in conjunction with the RFP.



**SECTION II**

**GENERAL REQUIREMENTS**



**SECTION II**

**GENERAL REQUIREMENTS**

**PROPOSAL RETURN DATE**

Sealed proposals (three originals plus three copies) will be received by the School Board, by:

Proposal Clerk  
Procurement and Materials Management, Room 352  
School Board Administration Building  
1450 NE Second Avenue  
Miami, Florida 33132

until 2:00 p.m. on March 22, 2005. Proposals should be sealed in envelopes plainly marked on the outside as "PROPOSALS FOR STUDENT ACCIDENT AND ATHLETIC ACCIDENT INSURANCE COVERAGES DUE: 2:00 p.m., March 22, 2005, RFP # 055-EE10" **NO PROPOSAL WILL BE CONSIDERED IF NOT SUBMITTED BY THE DEADLINE SPECIFIED.**

**OBJECTIONS TO REQUEST FOR PROPOSALS**

Objections to this RFP must be filed in writing, sent by certified mail, and must be received by the School Board's Office of Risk & Benefits Management no later than 2:00 p.m. on March 11, 2005.

**ADDENDA TO RFP**

If any addenda are issued, a good faith attempt will be made to deliver a copy of each to all prospective proposers who picked up the RFP or were mailed an RFP by the School Board's Bureau of Procurement and Materials Management. However, **PRIOR TO SUBMITTING THE PROPOSAL, IT SHALL BE THE RESPONSIBILITY OF EACH PROPOSER TO CONTACT** the School Board's Bureau of Procurement and Materials Management to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposals.

Addenda will be available at the School Board's website:

<http://procurement.dadeschools.net/bidsol.htm>

Proposers should either acknowledge receipt of such addenda on their proposal, or attach such addenda to their proposals. Otherwise, the proposal will be considered irregular.

### **MINIMUM INSURER QUALIFICATIONS**

Proposals will be considered only if, as of the Proposal Return Date specified in this RFP, the insurer is authorized by a subsisting certificate of authority issued to the insurer by the Department of Insurance of the State of Florida and the insurer has a Best's Rating of "A-" or better, and a Financial Size Category of "VII" or higher according to A. M. Best Company.

Proposals from an insurer not meeting the aforementioned minimum requirements will not be considered.

### **CLAIMS PAYMENT/POLICY SERVICE**

The successful Student Accident and Football Accident proposer(s) must, within thirty (30) days of notification of award, maintain a claims and policyholder's service office for the verification of eligibility, the answering of coverage questions, and the processing and handling of claims. The office must be open during normal business hours (8:00 a.m. - 5:00 p.m., Miami-Dade County time).

The claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661.

The proposer(s) must provide toll free telephone and facsimile service serving all of Miami-Dade County. In addition, the office must have the ability to provide full service to English and Spanish speaking individuals.

The School Board reserves the right to audit claim files on an as needed basis.

The School Board is interested in proposers' experience in developing a system whereby appropriate staff at school sites can electronically access enrollment data without jeopardizing student privacy concerns and/or parents/families can access coverage and enrollment information via the internet. Proposer(s) are requested to detail any similar experience with other clients.



**PROPOSER RESPONSIBLE FOR ADDRESSING CRITERIA**

Proposers should be aware that the proposals will be evaluated in accordance with the criteria set forth in this RFP and, accordingly, should structure their proposals in a manner to properly address each of the evaluation criteria.

The Proposal Forms of this RFP are provided to solicit information that will be used in the application of the evaluation criteria to the proposal. However, some of the criteria may not be fully addressed, or not addressed at all, in the Proposal Forms. In addition to completing the Proposal Forms, it is the sole responsibility of each proposer to address in its proposal each of the evaluation criteria including the minimum qualifications.

**RESPONSE EVALUATION**

Pursuant to Department of Education Rule 6A-1.012(11), the Board will evaluate the proposals received and retain the right to negotiate and directly contract with the proposer(s) whose response(s) is (are), in the School Board's judgment, in its best interest. Among the criteria that the School Board will consider in its evaluation of which proposer(s), if any, to enter into negotiations with are the following:

- A. Coverage Terms and Conditions. For the purpose of evaluating Coverage Terms and Conditions, the degree to which the proposal does not deviate in a restrictive manner from the Model Programs will be the primary factor.
- B. Fee Structure.
- C. Program Administration. The ability of the proposer to meet the administration needs of the School Board.
- D. Extent to which minority and women business enterprises or individuals will participate in the providing of services. Proposers are strongly encouraged to seek out minorities and women business enterprises, including the formation of joint ventures and subcontracting.
- E. Extent to which minorities and women are utilized in the proposer's workforce.

**AFFIRMATIVE ACTION REQUIREMENTS AND M/WBE PARTICIPATION**

A. Equal Employment Opportunity:

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability, and that merit principles will be followed.

Each firm shall be required to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its workforce. See Section VI, Exhibits.

B. Minority/Women Business Enterprise (M/WBE) Participation:

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program to increase contracting opportunities for M/WBEs. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the M/WBE's and it's staff's experience in providing this type of service, all M/WBEs must be certified by the Division of Business Development and Assistance, prior to contract award. See Section VI, Exhibits - M/WBE Certification Application.

C. Reports documenting efforts undertaken by the proposer to maintain the stipulated M/WBE participation will be submitted quarterly and shall include each M/WBE's name, contact person, and the payments thereto for the quarter. The reports shall be submitted to the Director, Division of Business Development and Assistance, 1450 N.E. Second Avenue, Room 456, Miami, Florida 33132.

**COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Each proposer is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Department of Financial Service's Office of Insurance Regulation, which may be applicable to it.

Failure or inability on the part of the proposer to comply with such laws, rules, and regulations (including failure to obtain approval for forms filings) shall not relieve any proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal.

**IRREVOCABILITY OF PROPOSALS**

In consideration of the School Board's allowing the proposer to make a proposal (offer), each proposer agrees by offering a proposal (offer) that such proposal (offer) shall remain open and not subject to revocation and shall be subject to the School Board's acceptance until sixty (60) days after the date indicated in this RFP as the date the service would incept, if accepted by the School Board.

**USE OF PROPOSAL FORMS**

Proposer(s) should use the Proposal Forms. All appropriate blanks on the Proposal Forms should be completed. Supplemental information may be attached to the Proposal Forms. Failure to properly complete the Proposal Forms may result in disallowance of consideration of the proposal.

**WAIVER AND/OR REJECTION OF PROPOSALS**

The School Board reserves the right to waive informalities in any proposals, to reject any and all proposals in whole or in part, with or without cause, and to accept that proposal, if any, which in its judgment will be in its best interests.

**NON-WARRANTY OF REQUEST FOR PROPOSAL**

Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. The School Board and its representatives and consultants shall not be responsible for any error or omission in this RFP, or for the failure on the part of the proposers to determine the full extent of the exposures.

**DEVIATIONS FROM RFP**

The terms and conditions stipulated in this RFP are those desired and preference will be given to those proposals in full or substantial compliance with them. However, all timely proposals received will be considered. Proposers are cautioned that restrictive deviations from the RFP must be clearly stated on the Proposal Forms.

**METHOD OF ACCEPTANCE**

In consideration of the School Board's allowing the proposer to make a proposal (offer), the proposer agrees that a contract shall arise upon acceptance by the School Board of the proposal (offer), and that no communication of such acceptance shall be required. Notwithstanding the above, the School Board agrees to make a reasonable effort to communicate acceptance of the offer prior to either the effective date of the contract accepted or time of performance by the proposer.

**MANDATORY RECOMMENDATIONS**

Proposals should not be conditioned upon compliance with mandatory recommendations. If there are any such mandatory recommendations, they must be clearly stated on the Proposal Forms.

**ATTACHMENT OF SPECIMEN CONTRACTS AND POLICIES**

All proposers must submit, as part of their proposal, a complete specimen copy of any contract or policy, including copies of all forms and endorsements to which the School Board will be a party, if the School Board accepts the proposal.

**CONFLICT WITH SPECIMEN CONTRACTS OR POLICIES**

Unless specifically noted to the contrary on the appropriate Proposal Form, the submission of a specimen contract or policy with a proposal shall not constitute notice of the proposer's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of a specimen copy shall be deemed to be an offer in at least full compliance with the RFP, and the proposer expressly agrees to reform said contract or policy to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a specimen copy shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the School Board beyond that required by the RFP.

**CONE OF SILENCE**

Respondents are precluded from contacting individuals who will be participating in the RFP evaluation and selection. No communication is to be conducted with Board Members or evaluators in advance of the final selection. However, Deloitte or the Office of Risk and Benefits Management may contact a Proposer for additional information, clarification, or negotiation. Based on Board Rule 6Gx13-8C-1.212, Cone of Silence, the full definition is as follows:

- A. “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:
1. any person who seeks an award therefrom, including a potential vendor or vendor’s representative; and
  2. any School Board member or the member’s staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent’s designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent

of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative: 6Gx13- 8C-1.212
1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  2. from engaging in contract negotiations during any duly noticed public meeting;
  3. from making a public presentation to the School Board during any duly noticed public meeting; or
  4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

- E. This Policy shall not be canceled by the Company or coverage restricted by the Company prior to the end of the second Coverage Year after its inception. Further, the Company may not effect cancellation, nonrenewal or restriction of coverage to be effective at any date other than the expiration of a Coverage Year. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one hundred twenty (120) days prior to any cancellation, nonrenewal or restriction of coverage. The written notice of any cancellation, nonrenewal or restriction of the Company's contractual obligation shall be delivered by certified mail to:

Executive Director - Office of Risk & Benefits Management  
School Board of Miami-Dade County, Florida  
1500 Biscayne Blvd., Suite 127B  
Miami, Florida 33132

Except with respect to applications postmarked prior to receipt of notice from the School Board, upon the receipt of the written request of the School Board of Miami-Dade County, Florida, the Company shall cease to offer the coverage provided by this contract.

The School Board of Miami-Dade County, Florida may cancel this policy by mailing or delivering notice to the Company.

- F. The rates for this Policy shall be guaranteed for the first two Coverage Years after inception of the Policy. Further, the Company may not effect any increase in rates or other change in consideration to be effective at any date other than an annual renewal or anniversary date of the Policy. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one hundred twenty (120) days prior to any such increase in rates or other change in consideration. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Policy, shall not constitute a valid notice. The written notice of any increase in rates or other change in consideration shall be delivered by certified mail to:

Executive Director - Office of Risk & Benefits Management  
School Board of Miami-Dade County, Florida  
1500 Biscayne Blvd., Suite 127B  
Miami, Florida 33132

- G. The Company acknowledges that the Policyholder has made a reasonable attempt to provide the Company with relevant rating and exposure data. The Company therefore waives any right of denial of coverage or voidance of this Policy based upon any expressed or implied warranty or representation (whether written or oral) that the rating and exposure data provided discloses all exposures or data known to exist.

Countersigned:

\_\_\_\_\_  
Secretary

President

Page 13 of 13





**SECTION IV**

**MODEL PROGRAM FOR FOOTBALL ACCIDENT INSURANCE**



**SECTION IV**

**MODEL PROGRAM FOR FOOTBALL ACCIDENT INSURANCE**

**PROVISIONS INCORPORATED BY REFERENCE**

The following provisions of this RFP are incorporated by reference into this SECTION IV - MODEL PROGRAM FOR FOOTBALL ACCIDENT INSURANCE.

**SECTION I - INTRODUCTION** - All of the provisions of SECTION I are specifically incorporated by reference.

**SECTION II - GENERAL REQUIREMENTS** - All of the provisions of SECTION II are specifically incorporated by reference.

**FORM OF COVERAGE**

Coverage shall be provided on a form that meets or exceeds all of the provisions of the Pro Forma Policy starting on page IV-4 of this Section IV of the RFP. The form of coverage, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

**POLICY PERIOD**

August 1, 2005 (or the first day of practice in 2005, whichever is earlier) to August 1, 2008 (or the first day of practice in 2008, whichever is earlier).

**LISTING OF INSURED STUDENTS**

The successful proposer shall furnish three lists of insured students to the School Board within sixty (60) days of the collection dates (beginning of practice). Two lists will be delivered to the Office of Risk & Benefits Management. Each list must include for each insured student, the name of the student, the premium paid for the student and the effective date of the coverage for the student. One list will be an alphabetical master list. The second list will be broken down by school and must be in alphabetical order within the school. The third list will be a duplicate of the second list, but will be distributed directly to the schools by the successful proposer, not the School Board.

**LOSS STATISTICS**

The successful proposer shall provide reports organized and summarized by coverage year for the Football Accident Insurance:

**A. Individual Claim Details**

The required reports are to include for each claim during the coverage year:

1. School - for allocation purposes
2. Claimant's name
3. Coverage
  - a. Fall
  - b. Spring
4. Date of injury
5. Description of injury
6. Amount of claim paid to date
7. Reserve for future claim payments

**B. Summaries**

For each school, and for the entire School Board combined, the required reports are to include summaries showing:

1. Total number of enrollees
  - a. Fall
  - b. Spring
2. Total premium collected for enrollees
3. Total number of closed claims by coverage
  - a. Fall
  - b. Spring
4. Total number of open claims by coverage
  - a. Fall
  - b. Spring
5. Total number of claims by coverage (3+4)
  - a. Fall
  - b. Spring
6. Total number of claims for all coverages
7. Total amount paid for closed claims by coverage
  - a. Fall
  - b. Spring

8. Total amount paid to date for open claims by coverage
    - a. Fall
    - b. Spring
  9. Total amount reserved for open claims by coverage
    - a. Fall
    - b. Spring
  10. Total amount of incurred claims by coverage (7+8+9)
    - a. Fall
    - b. Spring
  11. Total amount of incurred claims all coverages combined
- C. Frequency of Reports - quarterly until all claims are closed or anytime at the request of the School Board.

**HISTORICAL FOOTBALL ACCIDENT PREMIUMS & LOSSES**

See Section VI, Exhibit C, for premium and loss data.

**FOOTBALL ACCIDENT POLICY - PRO FORMA**

POLICYHOLDER: The School Board of Miami-Dade County, Florida

POLICY NUMBER:

INSURER:  
(Hereinafter referred to as Company)

EFFECTIVE DATE: \_\_\_\_\_, 2005

EXPIRATION DATE: \_\_\_\_\_, 2008

In consideration of the payment of premiums according to the terms contained here, this Policy is issued to the Policyholder named above.

The Company insures all members of the Eligible Class defined in the Premium Schedule of this Policy for whom the required premium has been paid against loss resulting directly and apart from all other causes, from accidental bodily injuries from and in the course of:

- (1) Participating as a member of an interscholastic high school football team of the Policyholder in a regularly scheduled practice or game, or:
- (2) Traveling directly to or from such game or practice under the supervision of proper authority of the Policyholder.

Injury must be sustained while this Policy is in force with respect to the Insured. Coverage is subject to the terms and provisions of this Policy. The Policy takes effect and terminates at 12:01 a.m. Eastern Standard Time, at the Policyholder's address, on the dates shown above.

**THIS IS A LIMITED INTERSCHOLASTIC TACKLE FOOTBALL ACCIDENT POLICY. THE POLICY CONTAINS A DEDUCTIBLE PROVISION AND UTILIZATION REVIEW.**

**PREMIUM SCHEDULE:** (per player or other eligible person)

- (1) Fall Try-out season, playing season, post season including spring practice \$
- (2) For a player who wishes coverage only for spring practice \$

Actual total premium shall be determined by a report of the number of players or other eligible persons to be insured by the Policyholder by the beginning of the fall season plus any additional persons added after the beginning of the fall season until the playoff season is over and the total number of players to be insured only for the spring practice season by the first day of that season plus any added between the first day and the last day of the season.

**Eligible Class:** Any player or student manager who is an active member of an interscholastic (varsity, junior varsity or 9th grade) football team shall be eligible to be insured and shall be covered when named on the team roster of the Policyholder and for whom a premium has been paid.

## DEFINITIONS

Wherever used in this Policy:

**Policyholder** means the Policyholder as shown on the first page of this Policy.

**Insured** means any person of the Eligible Class defined in the Premium Schedule, under the supervision of the Policyholder, whom the Policyholder has named to the Company as insured, and for whom premiums have been paid.

**Accident** means a sudden, unexpected event, resulting in bodily injury, which was neither expected nor intended by the Insured.

**Injury** means bodily injury of an Insured: (1) which is caused by an accident covered under this Policy; and (2) which results in a covered loss, directly and apart from all other causes. All Injuries of an Insured sustained in any one accident, including all related conditions and recurrent symptoms of these Injuries, will be considered one Injury.

**Physician** means a licensed physician holding the degree of M.D., a licensed dentist holding the degree of D.D.S. or D.M.D., a licensed Osteopath holding the degree of D.O., a licensed Optometrist holding the degree of O.D., a licensed Podiatrist holding the degree of D.S.C. or D.P., or a licensed Chiropractor holding the degree of D.C.

**Hospital** means a licensed institution which is accredited by the Joint Commission on the Accreditation of Hospitals, The American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities, and which:

- 1) provides room and board and nursing care for its patients; and
- 2) has a staff with one or more Physicians available at all times; and
- 3) provides 24 hour Registered Nursing service; and
- 4) maintains on its premises all the facilities needed for the diagnosis and medical care and treatment of sickness or Injury.

**Surgery** means: (1) repair of lacerations requiring sutures; (2) reduction and casting of fractures and/or dislocations; and (3) any cutting operation.

**Reduction** means the procedure to restore a bone or bones to normal position.

**Reasonable and Customary Charges** are the fees and prices generally charged in the locality where services and/or supplies are provided. They do not include charges that would not have been made if no insurance existed.

**Deductible** means the amount of covered charges that the Insured must incur before benefits are payable.

**Sound Natural Tooth** means a healthy unrepaired tooth, or a tooth of which a major portion remains after restorative work. A sound natural tooth is not carious, abscessed or defective. It does not include artificial items, such as: (1) crowns or caps; (2) braces or bands; (3) jackets; (4) inlays; (5) bridges or

dentures; which were installed before date of Injury. Repair or replacement of these items is not covered.

**Home Health Care Agency** means an agency or organization that:

- 1) primarily provides skilled nursing and other therapeutic services;
- 2) has procedures set by professional personnel (including at least one Physician and Registered Nurse) governing services provided under the supervision of a Physician or Registered Nurse; and
- 3) is duly licensed under applicable law.

**Medical Necessity or Medically Necessary** means service or supplies which are determined to be:

- 1) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition; and
- 2) provided for the diagnosis or direct care and treatment of the medical condition; and
- 3) within the standards of good medical practice within the organized medical community; and
- 4) not primarily for the convenience of the Insured, the Insured's Physician or another Provider; and
- 5) the most appropriate supply or level of service which can safely be provided. For hospital stays, this means that acute care as an inpatient is necessary due to the kind of services the Insured is receiving or the severity of the Insured's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

**Providers** means Physicians, Hospitals or facilities providing medical care or services to the Insureds.

#### **EFFECTIVE AND TERMINATION DATES OF INDIVIDUAL INSURANCE**

Enrollees - Insureds may be enrolled at the beginning of and during the Fall playing season, or Spring practice season. Premium for each player and student manager to be covered, and a listing of them, will be provided to the Company by the Policyholder within 10 days of the start of each Fall or Spring practice.

**EFFECTIVE DATES** - Coverage is effective as of the date opposite the player's name listed by the school, and as of the date the premium is received by the school on the list of players to be insured, and furnished to the Company by the school.

**TERMINATION** - An Insured's coverage will continue:

- 1) while the player is authorized by the Policyholder as a participant in the Miami-Dade County High School Football program; and
- 2) while the player is a full-time student in the Miami-Dade County School System; and
- 3) until the close of the Fall season, including Spring practice and authorized post-season events, for those on the Fall list; and
- 4) until the close of the Spring practice for those on the Spring only list.



**BENEFIT SCHEDULE**

Accidental Death	\$ 1,000.00
Medical, surgical and hospital expenses	\$25,000.00
Non emergency surgery without 2nd surgical opinion is reduced by 50% after deductible.	
Non emergency services and or supplies without utilization review are reduced by 20% after deductible.	
Dental expenses (included in \$25,000 Max med)	\$ 500.00

**DEDUCTIBLE:** Medical, surgical, hospital and dental per accident. The greater of \$250.00 or the amount of benefits paid or payable from other insurance or benefit plans.

The \$250.00 deductible will be waived for:

- 1) Necessary out-patient surgery.
- 2) Out-patient laboratory and X-ray tests within 7 days prior to hospitalization.
- 3) Mandatory second surgical opinion for non emergency surgery; but payment will be excess over amount of benefits paid or payable by any other insurance or benefit plans.

**EXCESS CLAUSE:**

The benefits under this Policy shall not apply to any benefits that can or could be collected from any other insurance or plan including Champus-Champva, HMO, PPO, Auto PIP or Med Pay, any catastrophe type plan in case covered expenses exceed \$25,000.00, but shall not be excess to Medicaid. If such other insurance or benefit plan also carries a provision making it excess insurance or secondary payor, this Policy shall not pay in excess of 50% or the total allowable expenses covered in this Policy.

The maximum medical expenses collectible under this Policy shall be limited to an amount that, when combined with benefits collectible from any other insurance or plan (excluding Medicaid) shall not exceed the total necessary and reasonable expenses incurred and shall not exceed, on any claim, the benefit limits contained in this Policy.

**BENEFITS****MEDICAL, SURGICAL, AND HOSPITAL EXPENSES**

If, within thirty (30) days from the date of a covered injury, a covered person, because of accidental bodily injury as defined shall, while under the care of a licensed physician or dentist, require treatment, the Company will pay the necessary and reasonable expenses actually incurred within one hundred four (104) weeks after the date of the accident, not to exceed, in the aggregate for each covered person, the amount stated in the benefit schedule as the result of any one accident and subject to the limits set forth in this Policy.

- 1) **PHYSICIAN'S SERVICES** - In the event of Injury not requiring Surgery, the Company will pay for visits, treatment and care of such Injury, including treatment at a walk-in emergency center, as follows:
  - a) Physician's visits - Initial visit: \$45.00 Each subsequent visit (limited to one per day): \$40.00
  - b) Physiotherapy visits and manipulations - \$30.00 per visit, up to a maximum of 20 visits per accident.
- 2) **SURGERY BENEFITS** - For injuries requiring Surgery, the Company will pay according to the fees shown in the most recently published Florida Workers' Compensation Reimbursement Manual, including all updates. For an operation not listed, payment will be consistent with scheduled amounts for comparable procedures.
- 3) **X-RAYS** - For examinations and readings prescribed by a licensed physician, the Company will pay up to the maximums shown. For X-rays of areas of the body not listed, payment will be made using the listed amount for a comparable procedure:

X-ray of:	Maximum
a) Ankle, elbow, finger, foot, forearm, hand, nose, toe, wrist, chest, facial bones, femur, hip, humerus, ribs, knee, pelvis, shoulder, tibia, fibula, skull, sternum	\$75.00
b) Teeth:           one tooth	\$15.00
full mouth	\$40.00

Post-reduction X-rays: One additional X-ray and reading subject to limitations of the Schedule, including reading, which will be payable up to the same maximum as shown above.

Cat Scan	\$375.00
MRI	\$750.00

- 4) **HOSPITAL**
  - a) **INPATIENT (Including Nursing)** - Subject to a maximum amount of \$1,000 per calendar day for hospital and nursing charges combined, incurred in any calendar day, the necessary and reasonable hospital charges (including those for room and board and other services) and necessary and reasonable inpatient nursing services shall be paid. The \$1,000 limitation shall not apply to charges paid pursuant to items 1, 2, 3, 5, and 6 of this section.
  - b) **OUT-PATIENT/EMERGENCY ROOM/AMBULATORY SURGICAL CENTERS** - Reasonable charges for necessary outpatient services are covered, except for services and fees already specified in items 1, 2, 3, 5, 6, and 7 of this section.

If an Insured requires rehabilitation for physical disability resulting from a covered injury, and incurs expenses for such rehabilitative treatment, care or services in a licensed hospital accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities, a claim will not be denied solely because such hospital is primarily of a rehabilitative nature and lacks major surgical facilities.

Treatment which:

- a) is done outside a Hospital as an alternative to inpatient care; and
- b) is medically necessary; and
- c) would be an inpatient Covered Expense; and
- d) is done by a health care provider who would be covered on an inpatient basis;

will be covered for reasonable and customary expenses, subject to the deductible, maximums, and any scheduled benefits which apply.

- 5) **DENTAL CARE** - If a covered Injury, apart from all other causes, requires treatment by a Dentist (D.D.S. or D.M.D.) beginning within 60 days from the date of the accident, the Company will pay actual expenses incurred within one hundred four (104) weeks from the date of the accident. Only sound, natural teeth are covered. Repair or replacement of artificial items (see definition of "Sound, natural tooth") installed before the date of Injury, are not covered.

The maximum payable for replacement or repair of any one tooth, including all services and materials, is \$100. The maximum dental allowance for any one Injury is \$500.

- 6) **AMBULANCE** - If, as the result of covered Injury, the Insured requires professional ambulance service, the maximum payable per trip is \$250.00.
- 7) **HOME HEALTH CARE** - Up to 40 non surgical follow-up visits per calendar year for nursing care, rehabilitative therapy, and medical supplies by a Home Health Agency. Service must begin within 7 days after a hospital stay or outpatient surgery. Care must be recommended by the treating Physician as medically necessary, and certified as such under the Utilization Review Program.

#### ACCIDENTAL DEATH BENEFIT

If the Insured dies in a covered accident, or if the Injury sustained causes death within 180 days following the accident, the Company will pay the Accidental Death Benefit shown in the Benefit Schedule. This benefit is in addition to any other benefit which becomes payable under this Policy.

### EXCLUSIONS

The insurance under this Policy will not cover:

- 1) Any loss caused or contributed to, wholly or in part by:
  - a) declared or undeclared war or any act thereof, taking part in a riot or civil disorder;
  - b) suicide or attempted suicide;
  - c) hernia in any form;
  - d) infection, except as the direct result of a covered Injury;
  - e) sickness, disease or pathological fracture;
  - f) fainting, unless preceded by an accidental bodily Injury;
  - g) intoxication from alcohol or being under the influence of any narcotic unless taken on the advice and prescription of a Physician.
- 2) Replacement of eyeglasses, contact lenses, or prescriptions to replace them;
- 3) Cosmetic surgery except to correct disorders of normal bodily function;
- 4) Expenses incurred for services or supplies beyond 104 weeks after date of injury;
- 5) Dental expense unless first treatment is within 60 days of the date of accident; and treatment is needed because of covered Injury;
- 6) Services of a Physician or Nurse in the employ of the School Board;
- 7) Drug Store Prescriptions.

### POLICY PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy including the endorsements and the attached papers, if any, makes up the entire contract of insurance. No change in this Policy shall be valid until approved by an Executive Officer of the Company and endorsed or attached to the Policy. No agent has authority to change this Policy or to waive any of its provisions.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Policy which, on its effective date, is in conflict with the laws of the State of Florida is hereby amended to meet the minimum requirements of such laws.

**INSURED'S RIGHTS:** An Insured will have the right to select his own Physician, Surgeon, and Hospital. The Physician-patient relationship will be maintained.

**RECORDS MAINTAINED:** The Policyholder shall maintain records of the Insureds, showing the essential particulars for each. The Company may examine such records at any time while the Policy is in force and for three years after or until all claims are settled if sooner.

**CERTIFICATES:** The Company will provide, for delivery through the Policyholder, Certificates for all Insureds stating:

- 1) the coverage to which the Insured is entitled;
- 2) to whom benefits will be paid;
- 3) the main Policy provisions affecting the Insured.

The Certificate is not part of this Policy, nor is it a contract between the Company and any Insured.

**ERRORS AND OMISSIONS:** If the Insured's name is omitted from listing sheets by the school authority, and premium was in fact paid, the Insured may be enrolled as of the date premium was paid. The school authority must confirm in writing. The Company may request a sworn affidavit.

#### **EXTENSION OF BENEFITS**

If this Policy terminates while an Insured is Totally Disabled, benefits will be extended for charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the insurance had remained in force. These extended benefits are payable only for charges incurred:

- 1) for treatment of the specific covered Injury that caused Total Disability; and
- 2) while the person remains Totally Disabled; and
- 3) during the first 24 months following the occurrence of the covered Injury that caused Disability.

"Totally Disabled" means that a person is disabled due to injury and is:

- 1) under a Physician's care;
- 2) not able to do substantially all the normal activities of a person of like age and sex who is in good health; and
- 3) not able to do any work for pay. (This applies only if the person was actively employed immediately before he or she became disabled).

#### **STANDARD CLAIM PROVISIONS**

The Utilization Review Program is the recommended procedure for claims. These "standard" provisions are included here in recognition that special situations may arise.

**NOTICE OF CLAIM:** Written notice of a claim must be sent to the Company's Home Office or given to an authorized agent within:

- 1) 30 days after the date of the accident for which claim is made; or
- 2) as soon after that as reasonably possible.

Notice must give enough information to identify the Insured.

**CLAIMS FORMS:** The Company, upon receipt of a notice of claim, will send the claimant the forms to be used for filing proofs of loss. If the forms are not sent within 15 days, the claimant can meet the requirements as to proof of loss by submitting within the time fixed below, written proof of: (1) the occurrence; (2) the character; and (3) the extent of the loss for which claim is made.

**PROOF OF LOSS:** Written proof must be furnished to the Company or its authorized agent within 90 days after the date of loss. Failure to give proof within the time required shall not void or reduce any claim if it is not reasonably possible to give proof within such time; provided such proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, may proof be given later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIMS:** Amounts payable under this Policy will be paid immediately on receipt of due written proof of loss.

**CLAIMS; TO WHOM PAID:** Benefits will be paid to the Insured. Loss-of-life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

If benefits are payable to the Insured's estate or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$3,000 to someone related to the Insured or beneficiary by blood or marriage who the Company considers to be entitled to the benefits. The Company will be discharged to the extent of any such payment made in good faith.

The Company may pay all or a portion of any indemnities provided for health care services to the provider, unless the Insured directs otherwise in writing by the time proofs of loss are filed. The Company cannot require that the services be rendered by a particular provider.

**PHYSICAL EXAMINATION AND AUTOPSY:** The Company, at its own expense, shall have the right and opportunity to have the Insured examined when and as often as it may reasonably require. It may also make an autopsy in case of death unless prohibited by law.

### **SPECIAL PROVISIONS**

#### **MANAGED CARE NETWORK:**

If an injured athlete has coverage through a managed care network, and the injured athlete is referred to a Sports Medicine provider who is not part of the managed care network, and the managed care program denies or limits benefits, this Policy shall pay the claim on a primary basis in accordance with the Policy provisions to the extent not covered by the managed care program.

#### **CANCELLATION:**

This Policy shall not be canceled by the Company or coverage restricted by the Company prior to the end of the second Policy year. Further, the Company may not effect cancellation, nonrenewal or restriction of coverage to be effective at any date other than the expiration of a Policy year. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one

hundred twenty (120) days prior to any cancellation, nonrenewal or restriction of coverage. The written notice of any cancellation, nonrenewal or restriction of the Company's contractual obligation shall be delivered by certified mail to:

Risk & Benefits Officer  
Office of Risk & Benefits Management  
School Board of Miami-Dade County, Florida  
1500 Biscayne Blvd., Suite 127B  
Miami, Florida 33132

Except with respect to applications postmarked prior to receipt of notice from the School Board, upon the receipt of the written request of the School Board of Miami-Dade County, Florida, the Company shall cease to offer the coverage provided by this contract.

**RATE GUARANTEE/CHANGE:**

The rates for this Policy shall be guaranteed for the first two Policy years after inception of the Policy. Further, the Company may not effect any increase in rates or other change in consideration to be effective at any date other than an annual renewal or anniversary date of the Policy. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one hundred twenty (120) days prior to any such increase in rates or other change in consideration. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Policy, shall not constitute a valid notice. The written notice of any increase in rates or other change in consideration shall be delivered by certified mail to:

Risk & Benefits Officer - Office of Risk & Benefits Management  
School Board of Miami-Dade County, Florida  
1500 Biscayne Blvd., Suite 127B  
Miami, Florida 33132

**PROHIBITION OF WARRANTY:**

The Company acknowledges that the Policyholder has made a reasonable attempt to provide the Company with relevant rating and exposure data. The Company therefore waives any right of denial of coverage or voidance of this Policy based upon any expressed or implied warranty or representation (whether written or oral) that the rating and exposure data provided discloses all exposures or data known to exist.

Countersigned:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President





**SECTION V**

**MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE**



## SECTION V

### MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE

#### PROVISIONS INCORPORATED BY REFERENCE

The following provisions of this RFP are incorporated by reference into this SECTION V - MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE.

SECTION I - INTRODUCTION - All of the provisions of SECTION I are specifically incorporated by reference.

SECTION II - GENERAL REQUIREMENTS - All of the provisions of SECTION II are specifically incorporated by reference.

#### FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds the currently provided coverage. The current policy, including endorsements, is included in Section VI, Exhibits, of this RFP.

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

#### POLICY PERIOD

August 1, 2005 (or the first day of practice in 2005, whichever is earlier) to August 1, 2008 (or the first day of practice in 2008, whichever is earlier).

#### LOSS STATISTICS

The successful proposer shall provide reports summarizing and detailing claims and losses on a quarterly basis for the Catastrophic Athletics Insurance.

#### HISTORICAL CATASTROPHIC ATHLETICS PREMIUMS & LOSSES

See Section VI, Exhibits, for premium and loss data.



**SECTION VI**

**EXHIBITS**



**EXHIBIT A**









**EXHIBIT B**





3. **CERTIFICATIONS:** Indicate if this business shares common officers, owners, directors or management personnel with another business that has received, been denied or had its certification revoked as an MBE/DBE/WBE or SBA 8(a) Certified Contractor. Indicate the name of the certifying authority, as well as the date and type of determination (certification /denial/revocation).

<u>Agency Name</u>	<u>Determination</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. **OWNERSHIP:**

a. Identify the proprietor, each partner, or stockholder by name, as well as his/her citizenship (c) or (r) residency status, gender, ethnic group, and percentage of ownership.

<u>Name</u>	<u>Owner/ shareholder</u>	<u>Resident or *U.S. Citizen</u>	<u>Gender</u>	<u>Ethnicity</u>	<u>% Owned</u>	<u>Years Owned</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

b. If the business is a corporation, please indicate the following:

- 1 The number of shares authorized: \_\_\_\_\_
2. The number shares issued: \_\_\_\_\_
3. Are there any stock option agreements? Yes \_\_\_ No \_\_\_  
If yes, please provide a copy of each agreement.

5. **OPERATIONAL CONTROL:** Provide the name, title, race/ethnicity, and gender of each individual (including owners and non-owners) with the primary responsibility for the following:

	<u>Name and title</u>	<u>Race/ethnicity</u>	<u>Gender</u>
a. Check signing	_____	_____	_____
	_____	_____	_____

	<u>Name and title</u>	<u>Race/ethnicity</u>	<u>Gender</u>
b. Payroll signing	_____	_____	_____
	_____		
c. Signing, or guaranteeing loans	_____	_____	_____
	_____		
d. Acquiring lines of credit	_____	_____	_____
	_____		
e. Acquiring surety bonding and insurance	_____	_____	_____
	_____		
f. Purchasing major equipment/services	_____	_____	_____
	_____		
g. Signing contracts/change orders/payment requisitions	_____	_____	_____
	_____		
h. Estimating	_____	_____	_____
	_____		
i. Qualifying the company for professional/trade license(s)	_____	_____	_____
	_____		
j. Marketing/sales	_____	_____	_____
	_____		
k. Hiring and firing managerial employees	_____	_____	_____
	_____		
L. Hiring and firing non-management employees	_____	_____	_____
	_____		
m. Supervising field/ operations	_____	_____	_____
	_____		
n. Supervising office personnel	_____	_____	_____
	_____		

6. PERSONNEL: Identify the number of individuals, including owners, that are currently employed by the business in the following areas:

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF \_\_\_\_\_ :
COUNTY OF \_\_\_\_\_ :SS

I hereby declare and affirm that I am the \_\_\_\_\_ (Title)
of: \_\_\_\_\_ (Firm)

That I am duly authorized to execute the foregoing M/WBE Certification Application, and that the contents of said documents are complete, true and correct to the best of my knowledge and belief. I hereby certify that the documents include all material information necessary to identify the true and lawful owners of the subject business enterprise. Further, the undersigned is notified of their responsibility to submit an updated Minority/Woman Business Enterprise Certification Application whenever a change occurs in ownership, management or control of the company. Any M/WBE applicant, certified M/WBE principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation to obtain business or contracts with the School Board under the Business Development and Assistance Program, will be suspended from doing business with the School Board for fourteen (14) months.

(Corporate Seal), if appropriate

Minority/Woman Owner's Signature

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me, the undersigned officer authorized to administer oaths: \_\_\_\_\_ known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: \_\_\_\_\_ SEAL



**M/WBE**  
**Certification Check List**

Please attach copies, not originals, of all applicable items. Incomplete applications cannot be processed, and failure to submit the documents will delay or result in termination of the application process.

Please check if documents are attached:

1.  M/WBE certifications from other public agencies.
2.  M/WBE Certification Application Affidavit (Page 6 of Application).
3.  Miami-Dade County Public Schools Vendor Application.
4.  Lease/purchase agreement for the business' facilities.
5.  Current professional/business license(s).
6.  Proof of citizenship or permanent resident status.
7.  Resumes for owners and key personnel.
8.  Lease/purchase agreements for major business equipment.
9.  Most current application for bonding, if applicable.
10.  Management agreement(s).
11.  Loan agreement(s) or promissory note(s).
12.  Birth certificate, drivers license, passport or any other document which substantiates the ethnicity/race/gender of owners, officers and directors.

**\*If any of the aforementioned documents are not available, please provide a written notarized statement that information is not available.**

13. Sole Proprietor - Submit all of the above items, as applicable and the following:

- U.S. IRS 1040-C Schedule.
- Fictitious name affidavit, if applicable.

14. Partnerships - Submit all of the above items, and the following:

- Partnership agreement(s).
- U.S. IRS 1065, with schedules.
- Profit sharing agreements.

15. Corporations - Submit all of the above items, and the following:

- Articles of Incorporation, with amendments.
- By-Laws, with amendments.
- The most current U.S. IRS Corporate Tax Return 11 20 or 1 120s, with all schedules.
- All issued and canceled stock certificates (front & back).
- Minutes of the first shareholders' meeting.
- Minutes of the first board of directors' meeting.
- Minutes of meetings at which the current board of directors and officers were elected or appointed.
- Stock transfer ledger.
- Most current annual report filed with the Secretary of State.
- Profit sharing agreement(s).
- Agreements affecting management, control or rights of any stockholder(s).

16.  Joint venture agreement(s).

17.  Certificate(s) of insurance.

18.  Sub-contractual agreement(s).

NOTE: If after filing this application, there is any significant change in the information submitted herein, you must inform the Division of Business Development and Assistance of the change, or the company may be denied certification.

Certified companies must inform the Division of Business Development and Assistance of any changes in the information contained herein, which formed the basis of certification. Failure to do so may result in denial, revocation or suspension of certification.

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**COMPLETE APPLICATION, INCLUDING VENDOR APPLICATION AND CATEGORY OF GOODS AND SERVICES LIST, SHOULD BE RETURNED TO:**  
**MIAMI-DADE COUNTY PUBLIC SCHOOLS**  
**DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE**  
**1450 N.E. 2ND AVENUE, ROOM 456**  
**MIAMI, FL 33132**

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**EXHIBIT C**



**STUDENT ACCIDENT**

**Current Plan Rates and Enrollment**

	<u>Rates</u>	<u>Enrollment</u>
<u>(Pre-K – 6)</u>		
School Time Plan	\$6.00	27,964
School Time + Extended Dental	\$8.00	1,895
 <u>(Grades 7 – 12)</u>		
School Time Plan	\$9.00	12,756
School Time + Extended Dental	\$11.00	867
 <u>(Pre K – 12)</u>		
24 Hour Coverage	\$31.00	3,310
Extended Dental	\$33.00	4,266

**Premium/Claims Data**

(through 11/04) as provided by School Insurance of Florida, Inc.

	<u>2003/2004</u>	<u>2002/2003</u>	<u>2001/2002</u>
Premium	\$648,898	\$628,408	\$616,321
Claims	\$195,037	\$644,193	\$595,872

**FOOTBALL ACCIDENT**

**Current Plan Rates and Enrollment**

<u>Football</u>		
Fall	\$121.00	3,758
Spring Practice	\$25.00	2,480

**Premium/Claims Data**

See attached.

**CATASTROPHIC ATHLETICS**

**Premiums**

04-05 \$61,283

03-04 \$57,814

02-03 \$61,500



Underwriter: CIGNA

FLORIDA (All Plans)  
2002 - 2003 School Year  
Year-To-Date as of 01/14/05

MIAMI-DADE COUNTY SCHOOLS  
PUBLIC SCHOOL SYSTEM CLAIMS REPORT  
POLICY # 904022002-03

	Basic	24-HR	FOOTBALL	SPORTS	DENTAL	TOTAL
Premium	\$0.00	\$0.00	\$415,021.00	\$0.00	\$0.00	\$415,021.00
To-Date-Claims	\$0.00	\$0.00	\$338,161.93	\$0.00	\$0.00	\$338,161.93
Projected Claims	\$0.00	\$0.00	\$339,615.56	\$0.00	\$0.00	\$339,615.56
Loss/Premium Ratio	\$0.00	\$0.00	81.83%	\$0.00	\$0.00	81.83%

Underwriter: CIGNA

FLORIDA (All Plans)  
2003-2004 School Year  
Year-To-Date as of 1/14/05

MIAMI DADE COUNTY PUBLIC SCHOOLS  
PUBLIC SCHOOL SYSTEM CLAIMS REPORT  
POLICY # 904022003-04

	Basic	24-HR	FOOTBALL	SPORTS	DENTAL	TOTAL
Premium	\$0.00	\$0.00	\$452,592.00	\$0.00	\$0.00	\$452,592.00
To-Date-Claims	\$0.00	\$0.00	\$472,529.09	\$0.00	\$0.00	\$472,529.09
Projected Claims	\$0.00	\$0.00	\$484,535.38	\$0.00	\$0.00	\$484,535.38
Loss/Premium Ratio	\$0.00	\$0.00	107.06%	\$0.00	\$0.00	107.06%

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Underwriter: CIGNA

FLORIDA (All Plans)  
 2004-2005 School Year  
 Year-To-Date as of 1/14/05

MIAMI DADE COUNTY PUBLIC SCHOOLS  
 PUBLIC SCHOOL SYSTEM CLAIMS REPORT  
 POLICY #904022004-05

	Basic	24-HR	FOOTBALL	SPORTS	DENTAL	TOTAL
Premium	\$0.00	\$0.00		\$0.00	\$0.00	
To-Date-Claims	\$0.00	\$0.00	\$91,668.80	\$0.00	\$0.00	\$91,668.80
Projected Claims	\$0.00	\$0.00	\$178,772.49	\$0.00	\$0.00	\$178,772.49
Loss/Premium Ratio	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%

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**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**CATASTROPHIC STUDENT ACCIDENT INSURANCE**

YEAR	POLICY NUMBER	PREMIUM	CLAIMS	LOSS RATIO
2002-2003	T5MP79000	\$61,500	\$0	.0 (As of 12/31/2004)
2003-2004	AIC0015624	\$57,814	\$0	.0 (As of 2/7/2005)
2004-2005	AIC0015625	\$61,283	\$0	.0 (As of 2/7/2005)

"The information contained in this report was obtained from sources which to the best of the writer's knowledge are authentic and reliable. Arthur J. Gallagher makes no guarantee of results, and assumes no liability in connection with either the information herein contained.



**EXHIBIT D**





**AIG Domestic Accident & Health Division**

A Division of American International Companies

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 70 Pine Street, New York, NY 10270  
(212) 770-7000

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

Policyholder:	Chase Manhattan Bank USA, N.A. as Trustee of the AIG Group Insurance Trust (Delaware)
Participating Organization:	<b>The School Board of Miami-Dade County</b>
Policy Number:	<b>AIC0015625</b>
Reference Number:	<b>SRG9710019</b>

**BLANKET ACCIDENT INSURANCE POLICY**

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

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

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

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

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

President

Secretary

**PLEASE READ THIS POLICY CAREFULLY.**

**Non-Participating Policy**

**TABLE OF CONTENTS**

Definitions ..... X

Policy Effective and Termination Dates .....X

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

Premium .....X

Benefits .. X

    Maximum Amount .....X

    Accidental Death Benefit ..... X

    Accidental Dismemberment Benefit.....X

    Exposure and Disappearance.....X

Limitations ..... X

    Limitation on Multiple Benefits..... X

    Limitation on Multiple Covered Activities..... X

Exclusions .....X

Claims Provisions ..... X

General Provisions ..... X



## DEFINITIONS

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

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

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

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

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

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

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

## POLICY EFFECTIVE AND TERMINATION DATES

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

**Termination Date:** This Policy may, at any time, be terminated by mutual consent of the Company and the Policyholder. This Policy terminates automatically on the Policy Termination Date shown in the Master Application. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

## INSURED'S EFFECTIVE AND TERMINATION DATES

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

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

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

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

## PREMIUM

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

## BENEFITS

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

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

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

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

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

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

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

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

## LIMITATIONS

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

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

## EXCLUSIONS

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

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

## CLAIMS PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company within 30 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Maksin Management Corp, CN98000, Pennsauken, NJ 08110, with information sufficient to identify the Insured, is deemed notice to the Company.

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

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

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

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

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

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

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

## GENERAL PROVISIONS

**Entire Contract; Changes:** This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

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

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

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

**Legal Actions:** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

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

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

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

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

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

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

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

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



**AIG Domestic Accident & Health Division**

A Division of American International Companies<sup>®</sup>

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

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

**MASTER APPLICATION FOR  
BLANKET ACCIDENT INSURANCE POLICY**

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

**1. Identification of Policyholder:**

Name of Policyholder: Chase Manhattan Bank USA, N.A. as Trustee of the AIG  
Group Insurance Trust (Delaware)

Address of Policyholder: c/o J.P. Morgan Chase  
Attn: Institutional Trust Services  
500 Stanton Christiana Road, Floor 3/Ops 4  
Newark, DE 19713

Name of Participating Organization: **The School Board of Miami-Dade County**

Policy Number: **AIC0015625**

Reference Number: **SRG9710019**

**2. Policy Coverage:**

**A. Benefit Schedule:**

**Accidental Death Benefit**

Maximum Amount	\$10,000
Loss Period	365 Days

**Accidental Dismemberment Benefit**

Maximum Amount	\$20,000
Loss Period	365 Days

**Accident Medical Expense Benefit**

Maximum Amount	\$5,000,000
Deductible Per Accident	\$25,000
Incurral Period	104 Weeks

**Catastrophe Cash Benefit**

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

**Brain Death Catastrophe Cash Benefit**

Option I. Lump Sum Benefit

\$100,000

**B. Insured's Coverage Termination Date**

An Insured's coverage terminates on the earliest of the following dates:

- (i) the date the Policy terminates;
- (ii) the date the Insured ceases to participate in a Covered Activity,
- (iii) the last day of the Covered Activity;
- (iv) the date the Insured ceases to be an Eligible Person,
- (v) the end of the period for which any applicable premium has been paid

**C Policy Riders and/or Endorsements:**

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

FORM NO.	DESCRIPTION
C11699DBG	Accident Medical Expense Benefit
C11700DBG	Catastrophe Cash Benefit
C11704DBG	Excess Benefits with Integrated Deductible
C11710DBG	Participating Organization Endorsement
S30432DBG	Brain Death Catastrophe Cash Benefit
S30433DBG	Amendatory Endorsement
S30399DBG	Injury Definition and Exclusions Amendatory Endorsement

- 3. **Policy Effective Date:** See Addendum
- 4. **Policy Termination Date:** See Addendum

\_\_\_\_\_  
 See Addendum  
 Signed for the Policyholder

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 See Addendum  
 Signed by Licensed Resident Agent  
 (Where Required by Law)





**AIG Domestic Accident & Health Division**

A Division of American International Companies<sup>®</sup>

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

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

**PARTICIPATING ORGANIZATION APPLICATION FOR  
BLANKET ACCIDENT INSURANCE POLICY**

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

**(1) Identification of Policyholder:**

Name of Policyholder: **Chase Manhattan Bank USA, N.A. as Trustee of the AIG Group Insurance Trust (Delaware)**  
Address of Policyholder: **c/o J.P. Morgan Chase  
Attn: Institutional Trust Services  
500 Stanton Christiana Road, Floor 3/Ops 4  
Newark, DE 19713**

Name of Participating Organization: **The School Board of Miami-Dade County**  
Policy Number: **AIC0015625**  
Reference Number: **SRG9710019**

**2. Identification of Participating Organization:**

Name of Participating Organization  
Address of Participating Organization. **See Addendum**

**3. Classification of Eligible Persons:**

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

**4. Participating Organization Coverage:**

The Option applicable to this Participating Organization is as selected on the Addendum.

**A Covered Activities:**

The available Covered Activities are

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

**B. Benefit Schedule:**

<b>Accidental Death Benefit</b>	
Maximum Amount	\$10,000
Loss Period	365 Days

<b>Accidental Dismemberment Benefit</b>	
Maximum Amount	\$20,000
Loss Period	365 Days

<b>Accident Medical Expense Benefit</b>	
Maximum Amount	\$5,000,000
Deductible Per Accident	\$25,000
Incurral Period	104 Weeks

<b>Catastrophe Cash Benefit</b>	See Addendum
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<b>Brain Death Catastrophe Cash Benefit</b>	
Lump Sum Benefit Amount Only	See Addendum

**C. Insured's Coverage Termination Date**

An Insured's coverage terminates on the earliest of the following dates:

- (vi) the date the Policy terminates;
- (vii) the date the Insured ceases to participate in a Covered Activity,
- (viii) the last day of the Covered Activity;
- (ix) the date the Insured ceases to be an Eligible Person;
- (x) the end of the period for which any applicable premium has been paid

**D. Participating Organization Riders and/or Endorsements:**

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

CLASS 2

FORM NO.	DESCRIPTION
C11699DBG	Accident Medical Expense Benefit
C11700DBG	Catastrophe Cash Benefit
C11704DBG	Excess Benefits with Integrated Deductible
C11710DBG	Participating Organization Endorsement
S30432DBG	Brain Death Catastrophe Cash Benefit
S30433DBG	Amendatory Endorsement
S30399DBG	Injury Definition and Exclusions Amendatory Endorsement

- |   |              |
|---|--------------|
| 5. Premiums                                     | See Addendum |
| 6. Participating Organization Effective Date:   | See Addendum |
| 7. Participating Organization Termination Date: | See Addendum |

See Addendum  
Signed for the Participating Organization

Title

Date

See Addendum  
Signed by Licensed Resident Agent  
(Where Required by Law)



**AIG Domestic Accident & Health Division**

A Division of American International Companies<sup>®</sup>

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

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

Policyholder: **Chase Manhattan Bank USA, N.A. as Trustee of the AIG  
Group Insurance Trust (Delaware)**  
Participating Organization: **The School Board of Miami-Dade County**  
Policy Number: **AIC0015625**  
Reference Number: **SRG9710019**

**ACCIDENT MEDICAL EXPENSE BENEFIT RIDER**

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

**Accident Medical Expense Benefit.** If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. This benefit is payable only for such charges incurred after the Deductible has been met and within 520 weeks after the date of the accident causing that Injury.

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

1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an Ambulatory Medical Center;
2. services of a Physician or a registered nurse (R.N.);
3. ambulance service to or from a Hospital;
4. laboratory tests;
5. radiological procedures,
6. anesthetics and the administration of anesthetics;
7. blood, blood products and artificial blood products, and the transfusion thereof;
8. physical therapy and occupational therapy,
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances; or
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription

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

**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services that must be incurred by the Insured due to Injuries resulting from an accident before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Accident Medical Expense benefits are not payable for charges applied to the Deductible.

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**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed) It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured people, (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s), and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes, or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medically Necessary** - as used in this Rider, means that a Covered Accident Medical Service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed, (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order

**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed

**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition.
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight, or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight.
4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing, or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the

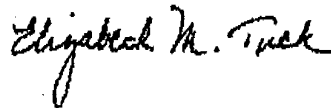
expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense).

6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
7. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

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



President



Secretary



**AIG Domestic Accident & Health Division**

A Division of American International Companies®

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

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

Policyholder: Chase Manhattan Bank USA, N.A. as Trustee of the AIG  
Group Insurance Trust (Delaware)

Participating Organization: **The School Board of Miami-Dade County**

Policy Number: **AIC0016625**

Reference Number: **SRG9710019**

**CATASTROPHE CASH BENEFIT RIDER**

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

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

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

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

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

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

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

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

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

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

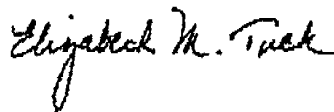
**Limb** - as used in this Rider, means entire arm or entire leg

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

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



President



Secretary





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

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Policyholder: Chase Manhattan Bank USA, N.A. as Trustee of the AIG  
Group Insurance Trust (Delaware)

Participating Organization: **The School Board of Miami-Dade County**

Policy Number: **AIC0015625**

Reference Number: **SRG9710019**

**BRAIN DEATH CATASTROPHE CASH BENEFIT RIDER**

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

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

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

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

President

Secretary



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Policyholder: Chase Manhattan Bank USA, N.A. as Trustee of the AIG  
Group Insurance Trust (Delaware)  
Participating Organization: The School Board of Miami-Dade County  
Policy Number: AIC0015625  
Reference Number: SRG9710019

**EXCESS BENEFITS WITH INTEGRATED DEDUCTIBLE RIDER**

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

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

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

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

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

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

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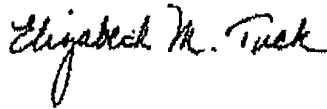
**Plan** - as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements;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

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

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



President



Secretary



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Participating Organization:	<b>The School Board of Miami-Dade County</b>
Policy Number:	<b>AIC0015625</b>
Reference Number:	<b>SRG9710019</b>

**PARTICIPATING ORGANIZATION ENDORSEMENT**

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

The following definition is added to the Definitions section of the Policy:

**Participating Organization** - means an organization 1) which elects to offer coverage under the Policy by completing a Participation Organization Application that has been accepted by the Company; 2) which completes a participation agreement with the Policyholder; 3) which remits the required premium when due; if applicable, and 4) while coverage through the Participating Organization is available under the Policy

The following section is added to the Policy.

**PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES**

**Effective Date.** A Participating Organization's coverage under the Policy begins on the later of 1) Participating Organization Effective Date shown in the Participating Organization Application at 12:01 AM Standard Time at the address of the Participating Organization shown in the Participating Organization Application; or 2) the Policy Effective Date shown in the Master Application

**Termination Date.** Either the Company or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 30 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any time, be terminated by the mutual written consent of the Company and the Participating Organization. A Participating Organization's coverage terminates automatically on the earliest of: 1) the Participating Organization Termination Date shown on the Participating Organization Application; 2) the premium due date if premiums are not paid when due; if applicable, or 3) the date the Policy terminates. Termination of the Participating Organization's coverage takes effect at 12:01 AM Standard Time at the Participating Organization's address on the date of termination

The references in the Policy to "this Policy/coverage under this Policy" and "Policyholder" may also, where applicable, mean "a Participating Organization's coverage under this Policy" and "Participating Organization", respectively.

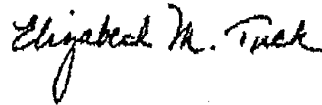
The following language applies to each Rider attached to the Policy:

Any Riders attached to the Policy apply only with respect to accidents and losses of life that occur on or after the later of: 1) the effective date of each Rider, or 2) the effective date of the Participating Organization's coverage under each Rider. Each Rider applies with respect to a Participating Organization's coverage under the Policy only if the Participating Organization has elected the coverage described in each Rider as indicated in the Participating Organization Application.

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



President



Secretary



**AIG Domestic Accident & Health Division**

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Participating Organization	<b>The School Board of Miami-Dade County</b>
Policy Number	<b>AIC0015625</b>
Reference Number	<b>SRG9710019</b>

**INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT**

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

1. The definition of Injury in the Definitions section of the Policy is deleted and replaced by the following:

**Injury** - means bodily injury which: (1) is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) occurs while such person is participating in a Covered Activity; and (3) directly (independent of sickness, disease or any other cause) causes a covered loss.

2. The Exclusions section of the Policy is deleted and replaced by the following.

**Exclusions**

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily injury

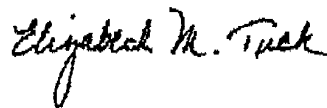
1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or autoeroticism.
2. sickness or disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these
3. the insured's commission of or attempt to commit a felony or crime
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition, including but not limited to diabetes

5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy
6. participation in any team sport or any other athletic activity, except participation in a Covered Activity
7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded)
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured's employer.
9. the Insured being under the influence of intoxicants;
10. the Insured being under the influence of drugs unless taken under the advice of and as specified by a Physician
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity, whether the loss results directly or indirectly from the treatment
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
14. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground

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



President



Secretary



**AIG Domestic Accident & Health Division**

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Participating Organization:	<b>The School Board of Miami-Dade County</b>
Policy Number:	<b>AIC0015625</b>
Reference Number	<b>SRG9710019</b>

**AMENDATORY ENDORSEMENT**

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

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

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

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

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

President

Secretary



**EXHIBIT E**



## Member School Insurance Requirements

The Board of Directors has established the following requirements with regard to insurance coverage for member schools:

1. **Activities Medical Base Plan:** Up to \$25,000 limit for medical expenses for each participant in interscholastic activities sponsored, supervised and engaged by the school. The member school principal will be allowed to accept certification from parents that the coverage is in place for the student-athlete on a family plan that meets this requirement. If the student-athlete is not covered under his/her parents' family plan, then the school must provide a plan for the student that will satisfy these requirements. The student may purchase this plan individually or the school may purchase a blanket plan for all members of its athletic teams. The principal must certify on the membership application that each student has the minimum coverage.
2. **Activities Catastrophic Medical Plan:** Minimum limits of \$1,000,000 for medical expenses for each participant in interscholastic activities sponsored, supervised and engaged in by the school. This coverage is to be in excess of the activities base plan medical policy limits or the policy can include the base plan medical coverage within the policy. No fault coverage.
3. **Activities Catastrophic Disability:** Minimum limits of \$500,000 for total disability of any participant in interscholastic activities sponsored, supervised and engaged in by the school. Structured pay-out benefits may vary. Coverage must also include some limited benefits for partial disability. No fault coverage.
4. **General Liability:** Recommend and encourage all member schools to secure a general liability plan with minimum limits of \$1,000,000 and to name the FHSAA as additional insured.

Member school principals of public schools are advised to contact their county risk management department in order to ensure proper coverage. Member school principals of nonpublic schools are advised to contact their agencies or brokers to ensure proper coverage.

All member school principals will be required to certify this coverage on the membership application and also to provide a certificate of coverage from their insurance carrier or broker.



**SECTION VII**

**BROWARD & PALM BEACH**

**EXHIBITS**



**School Board of Palm Beach**

The School Board of Palm Beach has regular enrollment of approximately 172,500 students with 10,500 teachers using more than 160 school facilities.

The School Board of Palm Beach currently provides all students access to Student Accident insurance. This program does not include any coverage for high school interscholastic athletics. The Student Accident insurance is insured by Hartford Insurance Company. Premium payments for the Student Accident insurance are made by students and their families directly to the program administrators, not to the School Board.

The School Board of Palm Beach purchases Athletics Accident Insurance and Catastrophic Accident for all participants in high school athletics from Monumental Life Insurance Company. Participants are required to pay a portion of the premium to the School Board for the Athletics Accident coverage. The Athletics Accident coverage has a benefit period of 104 weeks.

Current student accident program enrollment is as follows:

Pre-K – 12:	<u>Basic</u>	<u>Comprehensive</u>
School Time Plan	149	184
24 Hour Plan	288	914
Increased Dental	153	included
Vo-Tech	3	14

Current high school athletic participation is approximately:

Football – Fall Try Out	2,100
Football – Full Season	2,000
Football – Spring Practice	1,100
Other High School Sports	8,000

The historical premiums are as follows:

Student Accident:	
2003/2004	\$43,909
2002/2003	\$44,144
2001/2002	\$40,495

Athletic Accident:	
2004/2005	\$761,250
2003/2004	\$725,000

Catastrophic Accident	
2004/2005	\$152,250
2003/2004	\$145,000

As of November, 2004, Student Accident claims were:

2003/2004	\$10,646
2002/2003	\$29,755

As of 1/3/05, the Athletic Accident claims paid were:

2004/2005	\$76,431
2003/2004	\$760,739



**School Board of Broward County**

The School Board of Broward County currently makes Student Accident Insurance available for all students including those participating in sports including high school football. The Student Accident, including football, is currently provided by Hartford Insurance Company. Premium payments for the Student Accident insurance are made by students and their families directly to the program administrators, not to the School Board.

The historical premiums are as follows:

2003/2004	\$205,138
2002/2003	\$183,655
2001/2002	\$146,417

As of November, 2004, claims were:

2003/2004	\$235,264
2002/2003	\$302,792
2001/2002	\$144,554

Rates are as follows:

Pre-K – 8	\$6.00	At School
	\$25.00	24 Hour
9-12, Vo-Tech, Adult Faculty	\$10.00	At School
	\$30.00	24 Hour
Football		
Try-Out Practice Season	\$50.00	
Regular Season	\$75.00	
Spring Practice Season	\$25.00	
Seniors Try Out & Regular Season	\$125.00	



**SECTION VIII**

**PROPOSAL FORMS – STUDENT ACCIDENT**



**SECTION VIII**  
**PROPOSAL FORMS**  
**STUDENT ACCIDENT INSURANCE**  
**SCHOOL BOARD OF MIAMI-DADE COUNTY**

**AGENT/BROKER**

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Executive: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**INSURER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

A.M Best's Rating: \_\_\_\_\_

**CLAIMS ADMINISTRATION**

Address from which \_\_\_\_\_  
administration \_\_\_\_\_  
services will be \_\_\_\_\_  
provided: \_\_\_\_\_

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

**RATE/PREMIUM CALCULATION**

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite enrollment mix.

In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern.

	<u>Rate</u>	x	<u>Estimated Enrollment</u>	=	<u>Estimated Annual Premium</u>
(Pre-K – 6) School Time Plan	_____		29,000		_____
(Grade 7-12) School Time Plan	_____		13,000		_____
(Pre-K -12) 24 Hour Plan	_____		7,000		_____
<b>Total Estimated Premium</b>					_____

**STATEMENT OF EQUAL EMPLOYMENT POLICY**

Each Proposer shall indicate within the space following, or as a separate attachment to this Proposal Form, their equal employment policy:

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

Describe below (attach additional pages as necessary) the extent of M/WBE participation included in this Response. Include:

- A. Documentation evidencing M/WBE certification.
- B. Scope of minority firm's work.
- C. Experience of minority firm in the type of services required in this RFP.
- D. Experience of minority firm's staff who will participate.
- E. Estimate of actual revenues which will be received by the M/WBE firm.
- F. Timing of such revenues.

See Section VI, Exhibit B, for M/WBE Certification Application, if applicable.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Section VI, Exhibit A.

**DEVIATIONS FROM MODEL PROGRAM**

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Proposers are reminded that preference will be given to proposals which fully comply with the provisions of the RFP.

	<u>Will</u>	<u>Will Not</u>
Claims Payment/Policy Service	_____	_____
Compliance with Laws, Rules and Regulations	_____	_____
Irrevocability of Proposals	_____	_____
Waiver and/or Rejection of Proposals	_____	_____
Deviations from RFP	_____	_____
Method of Acceptance	_____	_____
Mandatory Recommendations	_____	_____
Attachment of Specimen Contracts and Policies	_____	_____
Conflict with Specimen Contracts or Policies	_____	_____
Term of Contract	_____	_____
Rate Guarantee	_____	_____
Premium Envelope and Brochure Requirements	_____	_____
Proofs of Distributed Materials Required	_____	_____
School Board not Responsible for Minimum Policies or Costs	_____	_____
Sales of Allied Lines	_____	_____
Policy Period	_____	_____
Limited School Sales Period	_____	_____
Collection of Transmittal Envelopes	_____	_____
Listing of Insured Students	_____	_____
Loss Statistics	_____	_____
Pro Forma Policy	_____	_____



**ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM**

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

**CHECKLIST OF MATERIAL TO BE INCLUDED**

Each of the three originals and three copies of your proposal should include, but not necessarily be limited to, the following:

- A. Completed and properly signed Proposal Form(s).
- B. If any addenda are issued, a copy of the addenda or acknowledgment of receipt of the addenda.
- C. Completed Affirmative Action Employment Breakdown found in Section VI (Exhibit A).
- D. With respect to any M/WBE participation:
  - 1. The certificate in force with the Miami-Dade County Public Schools, or
  - 2. A properly completed copy of the M/WBE certification application found in Section VI (Exhibit B) of this RFP with all required documentation.
- E. Complete copy of policy form, including all endorsements and/or riders that will be applicable.

**PROPOSER'S WARRANTY**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an authorized representative of the insurer(s);
- B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;
- C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;
- D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- E. This proposal is not subject to any mandatory recommendations, other than those noted above;
- F. If this proposal is accepted, the contract will be issued as proposed;
- G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]  

---
- H. The undersigned certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same coverages or services, and is in all respects fair and without collusion or fraud. The undersigned agrees to a proposal by all conditions of this proposal, and certifies that the undersigned is authorized to sign this proposal for the proposer.

---

Name of Firm

---

Signature of Authorized Representative

---

Title of Authorized Representative

---

Date Signed by Authorized Representative

**SECTION IX**

**PROPOSAL FORMS – FOOTBALL ACCIDENT**



**SECTION IX**

**PROPOSAL FORMS**

**SECTION IX**

**FOOTBALL ACCIDENT INSURANCE**

**PROPOSAL FORMS**

**SCHOOL BOARD OF MIAMI-DADE COUNTY**

**AGENT/BROKER**

Name: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Executive: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**INSURER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

A. M. Best Rating \_\_\_\_\_

**CLAIMS ADMINISTRATION**

Address from which \_\_\_\_\_  
 administration \_\_\_\_\_  
 services will be \_\_\_\_\_  
 provided: \_\_\_\_\_

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

**RATE/PREMIUM CALCULATION**

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite enrollment mix.

In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern.

	<u>Rate</u>	x	<u>Estimated Enrollment</u>	=	<u>Estimated Annual</u>
<b>Premium</b>					
School Year (Try-Outs, Fall Season, Post Season)	_____		4,000		_____
2005 Spring Practice Only	_____		2,000		_____
<b>Total Estimated Premium</b>					_____

**STATEMENT OF EQUAL EMPLOYMENT POLICY**

Each Proposer shall indicate within the space following, or as a separate attachment to this Proposal Form, their equal employment policy:

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)  
PARTICIPATION**

Describe below (attach additional pages as necessary) the extent of M/WBE participation included in this Response. Include:

- A. Documentation evidencing M/WBE certification.
- B. Scope of minority firm's work.
- C. Experience of minority firm in the type of services required in this RFP.
- D. Experience of minority firm's staff who will participate.
- E. Estimate of actual revenues which will be received by the M/WBE firm.
- F. Timing of such revenues.

See Section VI, Exhibit B, for M/WBE Certification Application, if applicable.

**EMPLOYMENT BREAKDOWN**

Each Broker should complete Section VI, Exhibit A.

**DEVIATIONS FROM MODEL PROGRAM**

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Proposers are reminded that preference will be given to proposals which fully comply with the provisions of the RFP.

	<u>Will</u>	<u>Will Not</u>
Claims Payment/Policy Service	_____	_____
Compliance with Laws, Rules and Regulations	_____	_____
Irrevocability of Proposals	_____	_____
Waiver and/or Rejection of Proposals	_____	_____
Deviations from RFP	_____	_____
Method of Acceptance	_____	_____
Mandatory Recommendations	_____	_____
Attachment of Specimen Contracts and Policies	_____	_____
Conflict with Specimen Contracts or Policies	_____	_____
Term of Contract	_____	_____
Rate Guarantee	_____	_____
Premium Envelope and Brochure Requirements	_____	_____
Proofs of Distributed Materials Required	_____	_____
School Board not Responsible for Minimum Policies or Costs	_____	_____
Sales of Allied Lines	_____	_____
Policy Period	_____	_____
Listing of Insured Students	_____	_____
Loss Statistics	_____	_____
Pro Forma Policy	_____	_____



**ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM**

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

**CHECKLIST OF MATERIAL TO BE INCLUDED**

Each of the three originals and three copies of your proposal should include, but not necessarily be limited to, the following:

- A. Completed and properly signed Proposal Forms.
- B. If any addenda are issued, a copy of the addenda or acknowledgment of receipt of the addenda.
- C. Completed Affirmative Action Employment Breakdown found in Section VI (Exhibit A).
- D. With respect to any M/WBE participation:
  - 1. The certificate in force with the Miami-Dade County Public Schools, or
  - 2. A properly completed copy of the M/WBE certification application found in Section VI (Exhibit B) of this RFP with all required documentation.
- E. Complete copy of policy form or contract, including all endorsements and/or riders that will be applicable.

**PROPOSER'S WARRANTY**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an authorized representative of the insurer(s);
- B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;
- C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;
- D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- E. This proposal is not subject to any mandatory recommendations, other than those noted above;
- F. If this proposal is accepted, the contract will be issued as proposed;
- G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]  
\_\_\_\_\_
- H. The undersigned certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same coverages or services, and is in all respects fair and without collusion or fraud. The undersigned agrees to a proposal by all conditions of this proposal, and certifies that the undersigned is authorized to sign this proposal for the proposer.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_

**SECTION X**

**PROPOSAL FORMS – CATASTROPHIC ATHLETICS**



**SECTION X**

**PROPOSAL FORM**

**CATASTROPHIC ATHLETICS INSURANCE**

**SCHOOL BOARD OF MIAMI-DADE COUNTY**

**AGENT/BROKER**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Account Executive: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**INSURER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A. M. Best's Rating \_\_\_\_\_

**RATE/PREMIUM PROPOSAL**

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

**Total Annual Premium** \_\_\_\_\_

**FORM OF COVERAGE**

Please confirm that coverage shall be provided on a form that meets or exceeds the currently provided coverage. (The current policy, including endorsements, is included in Section VI, Exhibits, of this RFP.)

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

**STATEMENT OF EQUAL EMPLOYMENT POLICY**

Each Proposer shall indicate within the space following, or as a separate attachment to this Proposal Form, their equal employment policy:

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)  
PARTICIPATION**

Describe below (attach additional pages as necessary) the extent of M/WBE participation included in this Response. Include:

- A. Documentation evidencing M/WBE certification.
- B. Scope of minority firm's work.
- C. Experience of minority firm in the type of services required in this RFP.
- D. Experience of minority firm's staff who will participate.

E. Estimate of actual revenues which will be received by the M/WBE firm.

F. Timing of such revenues.

See Section VI, Exhibit B, for M/WBE Certification Application, if applicable.

**EMPLOYMENT BREAKDOWN**

Each Broker should complete Section VI, Exhibit A.

**DEVIATIONS FROM MODEL PROGRAM**

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Proposers are reminded that preference will be given to proposals which fully comply with the provisions of the RFP.

	<u>Will</u>	<u>Will Not</u>
Compliance with Laws, Rules and Regulations	_____	_____
Irrevocability of Proposals	_____	_____
Waiver and/or Rejection of Proposals	_____	_____
Deviations from RFP	_____	_____
Method of Acceptance	_____	_____
Mandatory Recommendations	_____	_____
Attachment of Specimen Contracts and Policies	_____	_____
Conflict with Specimen Contracts or Policies	_____	_____
Term of Contract	_____	_____
Rate Guarantee	_____	_____
Sales of Allied Lines	_____	_____
Policy Period	_____	_____
Form of Coverage	_____	_____
Loss Statistics	_____	_____
Pro Forma Policy	_____	_____

**ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM**

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- D. With respect to any M/WBE participation:
  - 1. The certificate in force with the Miami-Dade County Public Schools, or
  - 2. A properly completed copy of the M/WBE certification application found in Section VI (Exhibit B) of this RFP with all required documentation.
- E. Complete copy of policy form or contract, including all endorsements and/or riders that will be applicable.



**PROPOSER'S WARRANTY**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an authorized representative of the insurer(s);
- B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;
- C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;
- D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- E. This proposal is not subject to any mandatory recommendations, other than those noted above;
- F. If this proposal is accepted, the contract will be issued as proposed;
- G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]  

---
- H. The undersigned certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same coverages or services, and is in all respects fair and without collusion or fraud. The undersigned agrees to a proposal by all conditions of this proposal, and certifies that the undersigned is authorized to sign this proposal for the proposer.

---

Name of Firm

---

Signature of Authorized Representative

---

Title of Authorized Representative

---



The School Board of Miami-Dade County, Florida, adheres to a policy of nondiscrimination in employment and educational programs/activities and programs/activities receiving Federal financial assistance from the Department of Education, and strives affirmatively to provide equal opportunity for all as required by:

**Title VI of the Civil Rights Act of 1964** - prohibits discrimination on the basis of race, color, religion, or national origin.

**Title VII of the Civil Rights Act of 1964, as amended** - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

**Title IX of the Education Amendments of 1972** - prohibits discrimination on the basis of gender.

**Age Discrimination in Employment Act of 1967 (ADEA), as amended** - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

**The Equal Pay Act of 1963, as amended** - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

**Section 504 of the Rehabilitation Act of 1973** - prohibits discrimination against the disabled.

**Americans with Disabilities Act of 1990 (ADA)** - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

**The Family and Medical Leave Act of 1993 (FMLA)** - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

**The Pregnancy Discrimination Act of 1978** - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

**Florida Educational Equity Act (FEEA)** - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

**Florida Civil Rights Act of 1992** - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

**School Board Rules 6Gx13- 4A-1.01, 6Gx13- 4A-1.32, and 6Gx13- 5D-1.10** - prohibit harassment and/or discrimination against a student or employee on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, pregnancy, or disability.

*Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.*

Revised 5/9/03

