

CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

STUDENT ACCIDENT & ATHLETIC INSURANCE

This contract is made on the 1st day of August, 2017, by and between Beaufort County School District ("BCSD") and BB&T Insurance Services ("BB&T").

The Project is to provide Student Accident and Athletic Insurance for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** BB&T certifies that the scope of work/specifications and all terms and conditions within the BCSD Request for Proposal (RFP) #18-003 solicitation and the BB&T proposal in response to the RFP shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** BB&T shall provide all services necessary for Student Accident and Athletic Insurance to include re-injury and repetitive motion for BCSD to meet requirements within the BCSD Request for Proposal (RFP) #18-003 solicitation.

   Value Added Options include:
   a) Pre-existing condition is six (6) months,
   b) Treatment of bursitis, sprains, hernias, strains, muscle tears, tendonitis and repetitive motion injuries if these conditions are aggravated by participation in a covered activity,
   c) Expenses for treatment of heat exhaustion, heart attack, stroke and burst aneurysm if the condition occurs during a covered accident, and
   d) Payment when benefits are denied or reduced by an HMO/PPO plan because services provided to treat the covered injury(ies) were: (1) rendered by a non-preferred provider; or (2) received outside of the network's service area. If benefits are reduced rather than denied by an HMO/PPO for the reasons described, BB&T will pay an amount equal to the charges incurred less the amount paid by the HMP or PPO.

3. **TERM.** This Agreement shall commence on date above and the base term of the agreement shall be for one (1) year. BCSD has the option to renew the agreement for four (4) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION.** BCSD shall pay BB&T per Exhibit A (Coverages/Price Sheet). Annual price adjustments shall be in accordance with Sections 7.1.20, 7.1.21 and 7.1.22 of the BCSD RFP 18-003 solicitation.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to BB&T shall be given to BB&T Insurance Services, P. O. Box 1327, Easley, SC 29641.

8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

BB&T Insurance Services

By: Dan R. Nunnery

Dan Nunnery, CIC
Vice President

Beaufort County School District

By: _____

Jeffrey C. Moss,
Superintendent

Covered Losses: See Benefit;

MEDICAL EXPENSE BENEFITS
Maximum Benefit: $100,000;
Deductible: $0;
Maximum Benefit Period: 1 year from the date of the Covered Accident;

REPORTING AND NOTICE ADDRESSES:

Claim Reporting: BMI Benefits, LLC
P.O. Box 511
Matawan, NJ 07747;

INITIAL PREMIUM RATES:

$270,915.00 per year;

SECTION 2: DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident means a: sudden; unexpected; and unintended event.

Beneficiary, in the case of death of the Covered Person, means a person named by the Covered Person to receive benefits provided by this Policy.

Benefit means cash payable or services offered to the Covered Person or the Beneficiary as detailed in the Schedule of Benefits, limited by the terms and provisions of this Policy.

Certificate is the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Coverage means the specific types of losses covered by this Policy.

Covered Accident means an Accident that: occurs while coverage is in force for a Covered Person; and results in a Covered Loss or Injury covered by the Policy for which benefits are payable.

Covered Activity means any activity: that the Policyholder requires the Covered Person to attend; or that is under its supervision and control listed in the Schedule of Benefits and insured under the Policy.

Covered Expenses; Expenses means expenses actually incurred by or on behalf of a Covered Person for: treatment; services; and supplies covered by the Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident until the date: treatment; services; or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such: treatment; service; or supply, that gave rise to the expense or the charge, was rendered or obtained.

Catlin Insurance Company, Inc.
Statutory Home Office: 2800 Post Oak Boulevard, Suite 4050, Houston, TX 77056
Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326
A Stock Insurance Company

MEDICAL EXPENSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY AND CERTIFICATE. PLEASE READ IT CAREFULLY.

POLICYHOLDER: Beaufort County School;
POLICY NUMBER: BAH-3000315.0817;
RIDER EFFECTIVE DATE: August 1, 2017;

This Endorsement is made part of the Policy and Certificate to which it is attached as of the Effective Date shown above. Any changes in coverage apply only with respect to accidents that occur on or after that date.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy and Certificate:

1. It is hereby understood and agreed that the Covered Medical Expenses under the Medical Expense Benefits is amended to include the following:

    24. Expanded Medical Benefit of Sports Conditions – treatment of: bursitis, sprains, hernias, strains, muscle tears, tendonitis, and repetitive motion injuries if these conditions are aggravated by participation in a Covered Activity.
    25. Expenses for treatment of heat exhaustion, heart attack, stroke, and burst aneurysm if the condition occurs during a Covered Accident.
    26. HMO/PPO Denial – We will pay when benefits are denied or reduced by an HMO or PPO plan because services provided to treat the Covered Injury(ies) were: (1) rendered by an Non-Preferred Provider; or (2) received outside of the network's service area. If benefits are reduced rather than denied by an HMO or PPO for the reasons described above, We will pay an amount equal to the charges incurred less the amount paid by the HMO or PPO.

All other provisions of the Policy and Certificate remain unchanged.

The President and Secretary of Catlin Insurance Company, Inc. witness this Plan.

President **Secretary**

Catlin Insurance Company, Incorporated

2800 Post Oak Blvd., Suite 4050, Houston, TX 77056

A Stock Insurance Company

MEDICAL EXPENSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY AND CERTIFICATE. PLEASE READ IT CAREFULLY.

POLICYHOLDER: Beaufort County School;
POLICY NUMBER: BAH-3000315-0817;
RIDER EFFECTIVE DATE: August 1, 2017;

This Endorsement is made part of the Policy and Certificate to which it is attached as of the Effective Date shown above. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Blank Endorsement.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy and Certificate:

1. It is hereby understood and agreed that the Medical Expense Benefits listed in the Schedule of Benefits section of the Policy and Certificate is deleted and replaced by the following:

   Class 1

   MEDICAL EXPENSE BENEFITS
   Maximum Benefit: $25,000;
   Deductible: $0 per Accident;
   Co-insurance Rate: 70% of all Covered Expenses;
   Maximum Benefit Period: 1 year from the date of the Covered Accident;
   Maximum for Outpatient Surgery: 70% Usual and Customary up to $2,500;
   Maximum for Physiotherapy: 70% Usual and Customary up to 10 visits;

   Class 2

   MEDICAL EXPENSE BENEFITS
   Maximum Benefit: $100,000;
   Deductible: $0 per Accident;
   Co-insurance Rate: 70% of all Covered Expenses;
   Maximum Benefit Period: 1 year from the date of the Covered Accident;
   Maximum for Outpatient Surgery: 70% Usual and Customary up to $2,500;
   Maximum for Physiotherapy: 70% Usual and Customary up to 10 visits;

All other provisions of the Policy and Certificate remain unchanged.

The President and Secretary of Catlin Insurance Company, Inc witness this Plan.

Joseph Tocco
President

Toni Ann Perkins
Secretary

Catlin Insurance Company, Incorporated

2800 Post Oak Blvd., Suite 4050, Houston, TX 77056

A Stock Insurance Company

MEDICAL EXPENSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY AND CERTIFICATE. PLEASE READ IT CAREFULLY.

POLICYHOLDER: Beaufort County School;
POLICY NUMBER: BAH-3000315-0817;
RIDER EFFECTIVE DATE: August 1, 2017;

This Endorsement is made part of the Policy and Certificate to which it is attached as of the Effective Date shown above. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Blank Endorsement.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy and Certificate:

1. It is hereby understood and agreed that the Medical Expense Benefits listed in the Schedule of Benefits section of the Policy and Certificate is deleted and replaced by the following:

   Class 1

   MEDICAL EXPENSE BENEFITS
   Maximum Benefit: $25,000;
   Deductible: $0 per Accident;
   Co-insurance Rate: 70% of all Covered Expenses;
   Maximum Benefit Period: 1 year from the date of the Covered Accident;
   Maximum for Outpatient Surgery: 70% Usual and Customary up to $2,500;
   Maximum for Physiotherapy: 70% Usual and Customary up to 10 visits;

   Class 2

   MEDICAL EXPENSE BENEFITS
   Maximum Benefit: $100,000;
   Deductible: $0 per Accident;
   Co-insurance Rate: 70% of all Covered Expenses;
   Maximum Benefit Period: 1 year from the date of the Covered Accident;
   Maximum for Outpatient Surgery: 70% Usual and Customary up to $2,500;
   Maximum for Physiotherapy: 70% Usual and Customary up to 10 visits;

All other provisions of the Policy and Certificate remain unchanged.

The President and Secretary of Catlin Insurance Company, Inc witness this Plan.

Joseph Tocco
President

Toni Ann Perkins
Secretary