



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Standard Insurance Company (RFP-2023-125-OA) to provide LIFE & DISABILITY INSURANCE AND SERVICES. Fiscal Impact: Estimated \$257,492 spent over one year.

Presenter(s): Sophia Galvin, Vice President, Talent and Culture

What is the purpose of this contract and why is it needed? The purpose of the contract with Standard Insurance Company is for the vendor to serve as the employee's Long Term Disability (LTD), Employee Assistance Program (EAP), and supplemental Group Basic Life and AD&D insurance provider. The Request for Proposals (RFP-2023-125-OA), was conducted in 2024, with various insurance providers. Standard Insurance Company offered the most competitive price and value. The contract is needed to ensure we have the most competitive coverage and pricing for the College.

Standard estimated **employer cost is \$257,492.00**. The College pays for Basic Life with AD&D Coverage and Long Term Disability. The Employee Assistance Program (EAP) was negotiated to be a value added at no additional cost to the College. The College is expected to save \$20,367.53 as compared to current provider 2025 proposal.

The contract term is for one (1) year with services beginning January 1, 2025, through December 31, 2025. The term of this contract may, by mutual written agreement of the parties, upon final College approval, be renewed for four (4) additional one-year periods.

What procurement process or bid waiver was used and why? A formal competitive solicitation process was used per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. A Request for Proposals (RFP) was completed in 2024: RFP-2023-125-OA - HEALTH, LIFE & DISABILITY INSURANCE AND SERVICES. The RFP was conducted to ensure the most competitive rates and coverage were considered for plan year 2025.

Standard Insurance Company was selected as the carrier to Group Basic Life and Voluntary and AD&D Services, Long Term Disability (LTD) and Employee Assistance Program (EAP) Program Services insurance.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? GLC59702 (Life), GL59704 (Disability)

Has Broward College used this vendor before for these products or services? No, the College has not used Standard Insurance previously.

Was the product or service acceptable in the past? Yes, Cigna has met the medical, pharmacy care needs along with HRA administration needs of the member population. Not applicable for Standard Insurance.

Was there a return on investment anticipated when entering this contract? Yes, through the RFP process, the College received competitive bids and leveraged negotiation capabilities resulting in a richer and more cost-effective contract proposal.

Was that return on investment not met, met, or exceeded and how?

The return on investment met and exceeded expectations by providing an expected total cost savings of \$20,367.53. The Standard plan feature enhancements include increasing EAP visits from three to six per issue and age related volume reductions were eliminated for Basic Life. We anticipate these enhanced plan changes will have a positive effect on

employee well-being and help attract and retain talent. The rate guarantee through December 31, 2027, will allow a secured savings for the College.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Indirectly by attracting and retaining top talent through the benefits offered to our faculty, staff and administrators (Talent Activation).

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Total Fiscal Impact for Standard: \$257,492

FD100 GLC59701 (Medical, Pharmacy, H.R.A administration)

FD100 GLC59702 (Life) FD100 GL59704 (Disability)

Cigna Estimated Total \$20,899,890.00 (employer share \$16,821,783.12, employee share \$4,078,106.88). Employer breakdown: College pays 80% of Medical Cost (\$15,621,124.32), HRA funding (\$1,112,250.00), HRA admin fee (\$61,560), and Motivate Me fee (\$26,848.80).

Standard Estimated Employer Cost: \$218,084.32. The College pays for Basic Life Coverage and Long Term Disability. Voluntary Life is employee paid and the Employee Assistance Program (EAP) was negotiated to be a value added at no additional cost to the College. The College is expected to save \$36,000 on Basic Life coverage and \$25,000 from a no cost EAP as compared to current provider 2025 proposal. Total savings expected: \$61,000.

Sophia Marie Galvin

Sophia Marie Galvin, Vice President, Talent and Culture

8/7/2024

HISTORY:

09/04/24 District Board of Trustees





























10/08/24 District Board of Trustees

APPROVAL PATH: 12399 Health, Life and Disability Insurance and Services (RFP-2023-125-OA)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Sophia Marie Galvin	Executive Director Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Completed	
8	District Board of Trustees	Meeting	09/04/24 11:00 AM	 Completed	
9	Board Clerk	Review		 Completed	
10	District Board of Trustees	Review	10/08/24 11:00 AM	 Completed	
11	Board Clerk	Review		 Pending	
12	District Board of Trustees	Review	10/29/24 11:00 AM	 Pending	
13	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
14	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by the DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA (“Broward College” or the “College”) and STANDARD INSURANCE COMPANY (referred to herein as “The Standard”) (individually a “Party, collectively the “Parties”) as of this ____ day of _____, 2024.

I. BACKGROUND

The College issued the solicitation RFP-2023-125-OA – HEALTH, LIFE AND DISABILITY INSURANCE AND SERVICES (the “RFP”), with the ultimate intent to contract with a qualified Basic Life and Accidental Death and Dismemberment (“AD&D”), Voluntary Life, Long Term Disability (“LTD”) and Employee Assistance Program (“EAP”) provider.

II. PURPOSE OF MOU

As a result of the RFP process, The Standard has been selected to provide Basic Life & AD&D, LTD, and EAP to College employees. The Standard’s State of Florida approved group insurance policies for Basic Life, AD&D, LTD (collectively the “Group Policies”), along with the terms and conditions of EAP services, as proposed by The Standard, combined with the MOU define the contractual relationships between The Standard and the College. Except with respect to eligibility for insurance and benefits and The Standard’s rights to modify, terminate or re-rate its Group Policies, in the event of a conflict between this MOU and the Group Policies, this MOU shall govern.

III. ADDITIONAL TERMS

1. The Insurance Company’s Proposal dated March 27, 2024, and the College’s RFP solicitation (RFP-2023-125-OA), as amended, along with all of The Standard’s Group Policies and certificates and the terms and conditions of the EAP, as proposed by The Standard, are incorporated herein.
2. The Parties have agreed that The Standard will provide insurance coverage for Basic Life & Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), and Employee Assistance Program (EAP).

Rate Agreement:

Basic Life	0.14 per \$1,000
Basic AD&D	0.014 per \$1,000
Long Term Disability (LTD)	0.195 per \$100
Employee Assistance Program (EAP)	\$0

Key benefits plan design features are demonstrated in Standard Exhibits A through C – Basic Life & AD&D, LTD, and EAP.

EAP coverage and rates are contingent on having Basic Life or Disability coverage.

Subject to The Standard's rights to modify, terminate or re-rate its Group Policies, the rates for Basic Life AD&D and LTD, are guaranteed to remain the same for 3 years, through December 31, 2027.

3. Term – The term of this MOU will commence January 1, 2025 (the date the Group Policies and EAP services commence) and continue for one (1) year until December 31, 2025. The term of this MOU may, by mutual written agreement of the parties, upon final College approval, be renewed for four (4) additional one-year periods. The College will, if considering renewal, request a letter of intent to renew from The Standard prior to the end of the then current contract period. The Standard will be provided written notice when the recommendation has been acted upon by the College. Unless a longer notice period is required by applicable law or by the Group Policies, the Parties agree that either Party may terminate this MOU and the Group Policies upon providing at least thirty (30) days' written notice.
4. Indemnification - The Standard shall defend, release, indemnify and save and hold harmless College against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of College, and shall defend, release, indemnify, and save and hold harmless College from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of The Standard's activities or performance in connection herewith, including acts or omissions by The Standard or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, and agents; provided, however, that The Standard need not indemnify and save harmless College, its officers, agents, and employees from damages proximately resulting from the negligence of the College's officers, agents, and employees. This section shall survive the expiration or earlier termination of this MOU, EAP services terms and conditions and the Group Policies.
5. Insurance Requirements – The Standard shall procure and maintain, through the term of this MOU, insurance coverage with limits of not less than the following:
 - A. Commercial General Liability
 1. Each Occurrence \$ 1,000,000
 2. Personal & Advertising Injury \$ 1,000,000
 3. General Aggregate \$ 5,000,000
 4. Products-Completed Operations \$5,000,000

Policy must contain contractual liability coverage.

B. Automobile Liability \$ 1,000,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this MOU.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
 - 1. Per Claim \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000

The Standard must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required.

- 6. Agency – College is not The Standard's agent or representative, and College shall not be liable for any acts or omissions of The Standard's officers, agents or employees. Employees of College who become insured under one or more of the Group Policies shall not be deemed to be an agent or representative of The Standard.
- 7. Return of Prepayment Premium Fees Following Termination - In the event of early termination of one or more of the Group Policies, The Standard will return to College the pro-rata portion of premiums paid, which corresponds to any unexpired period for which payment has been received, less any amounts due to The Standard. This section shall survive the expiration or earlier termination of the MOU and Group Policies.
- 8. Audits - Subject to applicable state and federal privacy laws and regulations, The Standard and College shall have the right to audit the others' books and records for compliance with the terms and conditions of this MOU, the Group Policies and the EAP services terms and conditions. The Party receiving the request to conduct an audit must provide the other Party access to records during reasonable business hours and upon reasonable advance notice of the intent to audit. If either Party uses a third party auditor, the Party selecting the auditor must require the auditor to sign a confidentiality statement agreeing to comply with applicable privacy laws. Records relating to this MOU, the Group Policies and the EAP services shall be retained for a period of at least seven (7) years following the termination of the MOU and Group Policies. This section shall survive the expiration or earlier termination of the MOU and Group Policies. Provided, however, audit rights under this section shall not exceed three (3) calendar years from the expiration or earlier termination of this MOU unless a longer time period is required by law.
- 9. Amending the Group Policies - The Standard may not amend the Group Policies or EAP services terms and conditions without the prior written approval of the College and a written amendment to the MOU. The limitations of this section shall not, in any way, limit The Standard's ability to endorse the Group Policies or any one of them required by any change

or clarification of law or governmental regulation affecting The Standard's obligations under the Group Policies or as otherwise stated in the Group Policies.

10. Changes in Premium Rates for the Group Policies - The Standard will provide College advance written notice of a change in Premium Rates for the Group Policies or any one of them in accordance with the requirements of the applicable Group Policies. Any such change in Premium Rates shall not take effect prior to the date stated in the written notice.
11. Miscellaneous Provisions
 - a. Governing Law - The Group Policies, EAP services terms and conditions and this MOU shall be construed and enforced in accordance with applicable federal law and the laws of the State of Florida. Venue for any action between The Standard and College brought as a result of this MOU, the EAP services terms and conditions or the Group Policies shall be in a federal or state court of competent jurisdiction. Any provisions required to be in the Group Policies by any applicable federal and State of Florida laws and regulations shall bind The Standard, College and insured Members under the Group Policies whether or not expressly provided in the Group Policies.
 - b. Confidentiality - The Standard agrees to maintain and preserve the confidentiality of any and all personally identifiable information and protected health information of insured Members in accordance with all applicable state and federal laws. The Standard shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. Further, in accordance with applicable law, The Standard shall provide privacy training to its employees. This section shall survive the expiration or earlier termination of the MOU, EAP services and Group Policies, but in no event shall this obligation be extended beyond a period of seven years or in accordance with applicable law.
 - c. Waiver of Rights - No assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this MO, EAP services terms and conditions or the Group Policies shall be construed as a waiver of any succeeding or other breach.
 - d. Notices - Notices concerning termination of this MOU and any of the Group Policies, notice of alleged or actual violation of the terms or provisions of this MOU, the EAP services terms and conditions or any of the Group Policies, and other notices shall be given by The Standard to:

Wezinna Gillespie
Senior Director, Employee Benefits
Broward College
6400 NW 6th Way, 1st Floor
Fort Lauderdale, FL 33309
P: +1 (954) 2015145
E: wgillesp@broward.edu | W: www.broward.edu

Communications and notices from College to The Standard shall be given at our business address as follows:

Jarod Hayer, MBA, CEBS, CLU, FLMI, GBA, CMS
Senior Employee Benefits Consultant
4300 W. Cypress St., Suite 750
Tampa, FL 33607

Said notice shall be delivered personally during the normal business hours to the stated office(s), or by prepaid U.S. Certified Mail, Return Receipt Requested. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until the actual receipt of such written notification of change. Notwithstanding anything to the contrary in this section, all legal service of process must be completed in compliance with applicable law.

- e. Integration- The Insurance Company's Proposal dated March 27, 2024, the RFP, this MOU, the EAP services terms and conditions and the Group Policies supersede any and all prior or contemporaneous negotiations, agreements, representations, or communications, whether written or oral, between The Standard and College with respect to the subject matter of this MOU.
- f. Headings - The headings of the various sections of this MOU are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.
- g. No Third Party Beneficiaries - Except as otherwise expressly indicated in this MOU and the Group Policies, the MOU and the Group Policies shall not create any rights in any third parties who have not entered into the MOU and/or Group Policies, nor shall this MOU or the Group Policies entitle any such third party to enforce any rights or obligations that may be possessed by such third party.
- h. Severability- In the event that any provision of this MOU, the EAP services terms and conditions or the Group Policies becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either Party.
- i. Survival - The termination or expiration of this MOU, EAP services terms and conditions or Group Policies for any reason shall not release either Party from any liability which at the time of termination or expiration has already accrued to the other Party, or which thereafter may accrue in respect of any act or omission prior to termination or expiration, or from any obligation which is expressly stated to survive termination or expiration.

- j. Time is of the Essence - The Parties agree that in performance of the terms, conditions and requirements of this MOU, the EAP services terms and condition and any Group Policies, time is of the essence.
 - k. Appropriation Required - Notwithstanding any other term, condition or covenant hereof, it is understood and agreed that any payment obligation of College, whether direct or contingent, shall extend only to funds appropriated for the purpose of the MOU, EAP services and Group Policies. The Standard acknowledges that (i) the College does not by this MOU or the Group Policies irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this MOU and Group Policies are not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of College. Only insured Members for whom Premiums are received by The Standard are entitled to benefits as described in the Group Policies, and then only for the period for which such payment is received, except as otherwise required by law. Nothing in this section shall be interpreted to require The Standard to provide group insurance coverage of any kind, if College fails to appropriate funds and pay premiums for coverage under the Group Policies. Provided, however, the College shall remain liable for premiums up to and through the effective date of termination as a result of this section.
 - l. Relationship -The Standard is an independent contractor retained on a contractual basis to provide group insurance coverage for employees of College. It is not intended, nor shall it be construed that The Standard's employees, officers or agents are employees or officers of College for any other purpose whatsoever.
12. Section 448.095, Florida Statutes - If The Standard meets the definition of "contractor" under Section 448.095, Florida Statutes, The Standard shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement and otherwise meet the obligations of a "contractor" under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Standard shall be liable for all costs incurred by the College resulting from the Standard's noncompliance with the requirements of this section.
13. Amendments - Unless otherwise required by applicable law, the Parties agree any change to either this MOU or the referenced other documents shall be via an executed, written amendment.
14. Assignment – Notwithstanding anything under the Group Policies to the contrary, the Parties agree that this MOU, the EAP services and the Group Policies shall not be assigned to any third party without written consent by the other Party. However, The Standard may assign the Group Policies to an affiliate or subsidiary without consent as required in the normal course of business.

15. Public Records - The Standard agrees to adhere to Florida's public records laws, Chapter 119, Florida Statutes, and related statutes, as may be applicable. Should The Standard assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon The Standard and The Standard shall bear all costs and fees related to the same.
16. Sovereign Immunity - Nothing contained herein, in the EAP services terms and conditions or within the Group Policies shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the College beyond the waiver of immunity set forth in Florida Statutes Section 768.28. This section shall survive the expiration or earlier termination of all performance or obligations under the Group Policies and the EAP services terms and conditions and shall be fully binding until such time as any proceeding brought on account of the Group Policies or EAP services terms and conditions is barred by any applicable statute of limitations.
17. Counterparts / Electronic Signatures - This MOU may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Signatures to this MOU transmitted via facsimile or e-mail shall be valid and effective to bind the Party so signing (including any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law.

FOR VENDOR

STANDARD INSURANCE COMPANY

By _____

Name _____

Title _____

Date _____

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____

Date _____

**Standard
Exhibit A
Basic Life and AD&D**

Broward College
Basic Life and AD&D Insurance RFP Evaluation
Effective Date: January 1, 2025

Final Plan Design

	Standard
Eligibility	Class 1: Active, full-time employees classified as Presidents, regularly working at least 30 hours/wk Class 2: Active, full-time Employees, excluding Presidents, regularly working at least 30 hours/wk
Waiting Period	First of the month on or after 30 days of active service
Benefit Amount	Class 1: Lesser of 1X Annual Compensation minus \$25,000 or \$475,000 Class 2: Lesser of 1X Annual Compensation minus \$25,000 or \$225,000
Guarantee Issue	Class 1: Lesser of 1X Annual Compensation minus \$25,000 or \$475,000 Class 2: Lesser of 1X Annual Compensation minus \$25,000 or \$225,000
Minimum Benefit	\$10,000
Age Reduction Schedule	N/A
Accelerated Death Benefit	80% of In force Life Benefit, up to \$475,000
Waiver of Premium	Included
Portability	Included
Conversion	Included
Basic AD&D Benefit	Same as Life Benefit
Age Reduction Schedule	Same as Life Benefit
Seatbelt Benefit	10% to a Maximum of \$10,000
Airbag Benefit	5% to a Maximum of \$5,000
Rate Guarantee	Expires 12/31/2027
Life Rate per \$1,000	\$0.140
AD&D Rate per \$1,000	\$0.014

**Standard
Exhibit B
Long Term Disability Insurance**

Broward College
Long Term Disability Insurance RFP Evaluation
Effective Date: January 1, 2025

Final Plan Design

	Standard
Eligibility	Class 1: All active, Full-time Employees classified as Presidents, regularly working at least 30 hours/wk Class 2: Active, full-time Employees, excluding Presidents, regularly working at least 30 hours/wk
Waiting Period	Not Available
Definition of Disability	Unable to perform material duties AND unable to earn at least 80% or more of Indexed Earnings from working your regular occupation
Elimination Period	90 days
Monthly Benefit	60% of monthly earnings
Maximum Benefit	Class 1: \$20,000 per month Class 2: \$10,000 per month
Minimum Benefit	\$100 per month
Own Occupation Period	36 Months
Maximum Benefit Duration	SSNRA or Maximum Benefit Period Listed in Policy
Pre-Existing Condition Limitation	3/12
Mental Illness & Substance Abuse Limitation	24 Months
Survivor Benefit	3X Monthly Benefit
Return to Work Incentive	Included
Rate Guarantee	Expires 12/31/2027
Rate per \$100 Covered Payroll	\$0.195

**Standard
Exhibit C
Employee Assistance Program (EAP)**

Broward College
Employee Assistance Program RFP Evaluation
Effective Date January 1, 2025

Final Plan Design

Employee Assistance Program	Standard
Number of Face-to-Face Sessions Per Year	Up to 6 per year, per issue
Counseling & Relationship Support	Unlimited, 24/7/365
Management Referrals & Crisis Training	Up to 10 hours per incident <i>Additional hours are fee based</i>
Critical Incident Debriefing	Up to 10 hours per incident <i>Additional hours are fee based</i>
Online Resources (Research, Topics & Support)	Unlimited Access
Telephonic Manager/Supervisor Consult	Included
Brochures & Workplace Posters	Included
Legal & Financial Services	Included
Telephonic Work/Life Support	Included
Child & Elder Care Services	Included
Cigna Total Behavioral Health	N/A
Management/Employee Training	2 Webinars per year are Included
CIRS	\$275 per hour
Travel Time	TBD
Rate Guarantee	Expires 12/31/2027
Per Employee Per Month Rate	1,393 Included at No Charge