



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND HUMANADENTAL INSURANCE COMPANY FOR PREFERRED PROVIDER ORGANIZATION (PPO) GROUP DENTAL INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP #R1157003P1)**

This Third Amendment ("Amendment") to the Agreement between Broward County and HumanaDental Insurance Company for Preferred Provider Organization (PPO) Group Dental Insurance for Broward County Employees (RFP #R1157003P1) is entered into by and between Broward County, a political subdivision of the State of Florida ("COUNTY"), and HumanaDental Insurance Company, a Wisconsin corporation authorized to do business in the State of Florida ("PLAN") (collectively referred to as the "Parties").

**RECITALS**

A. On February 25, 2014, the Parties entered into an Agreement for Preferred Provider Organization (PPO) Group Dental Insurance for Broward County Employees (RFP #R1157003P1) ("Agreement").

B. On September 28, 2016, the Parties entered into the First Amendment to the Agreement ("First Amendment"), which extended the term of the Agreement to December 31, 2017.

C. On December 21, 2017, the Parties entered into the Second Amendment to the Agreement ("Second Amendment"), which extended the term of the Agreement to December 31, 2018. The First Amendment and Second Amendment are included in the term "Agreement."

D. The Parties desire to further amend the Agreement as more fully described below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This Amendment shall be effective as of the date it is fully executed by the Parties.

3. Section 3.1 of the Agreement is hereby amended as follows:

3.1 TERM: The initial term of this Agreement commenced on April 1, 2014 and terminated on December 31, 2016 ("Initial Term"). The first renewal term for this Agreement commenced on January 1, 2017 and terminated on December 31, 2017 ("First Renewal Term"). The second renewal term for this Agreement shall commenced on January 1, 2018 and terminates on December 31, 2018 ("Second

~~Renewal Term"). This Agreement is renewed for a third renewal term that will commence on January 1, 2019 and will terminate on December 31, 2019.~~ The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 4.2 of the Agreement is hereby amended as follows:

4.2 In no event shall the premium rates charged under this Agreement exceed the guaranteed maximum rates as listed in Exhibit "B-2" ~~for the Initial Term.~~

5. A new Section 12.26 of the Agreement is hereby created as follows:

12.26 Public Records. To the extent PLAN is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, PLAN shall:

12.26.1 Keep and maintain public records required by COUNTY to perform the services under this Agreement;

12.26.2 Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.26.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and

12.26.4 Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of PLAN or keep and maintain public records required by COUNTY to perform the services. If PLAN transfers the records to COUNTY, PLAN shall destroy any duplicate public records that are exempt or confidential and exempt. If PLAN keeps and maintains public records, PLAN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. PLAN will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that PLAN contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, PLAN must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by PLAN as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by PLAN. PLAN shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF PLAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6700, benefitsrecords@broward.org, 115 S. ANDREWS AVE., ROOM 514, FORT LAUDERDALE, FLORIDA 33301.**

6. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

8. Except as modified in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Amendment and the Agreement, the Parties agree that this Amendment shall control.

9. This Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Amendment that are not contained in the Agreement and this Amendment.

(The remainder of this page is intentionally left blank.)

Coding: Words in ~~struck through~~ type are deletions. Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board Action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and HUMANADENTAL INSURANCE COMPANY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Alicia C. Lobeiras 9/26/2018  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By Jeffrey S. Sinjowsky 9/26/18  
Jeffrey S. Sinjowsky (Date)  
Assistant County Attorney

ACL/dp  
Third Amendment to Dental PPO.docx  
09/26/2018  
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INSURANCE COMPANY FOR PREFERRED PROVIDER ORGANIZATION (PPO) GROUP DENTAL  
INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP #R1157003P1)

PLAN

WITNESSES:

HUMANADENTAL INSURANCE COMPANY

William A. Stevens

Signature

William A. Stevens

Print Name of Witness above

Patricia Billie

Signature

Patricia Billie

Print Name of Witness above

By: [Signature]

Authorized Signor

Richard Remmers, SVP

Print Name and Title

19 day of September, 2018

ATTEST:

[Signature] #549596  
3/8/2020

Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)