

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

and

**AETNA LIFE INSURANCE COMPANY**  
(hereinafter referred to as "Aetna"),  
whose principal place of business is  
1340 Concord Terrace  
Sunrise, Florida 33323-2830

**WHEREAS**, SBBC and Aetna entered into an Agreement dated August 27, 2013 (hereinafter referred to as "Agreement") for Group Medical Benefits for School Board Employees under RFP 14-004P, effective January 1, 2014 through December 31, 2016; and

**WHEREAS**, SBBC and Aetna entered into a First Amendment to Agreement dated December 8, 2015 to extend its term for an additional one-year period through December 31, 2017 and to make other revisions; and

**WHEREAS**, SBBC and Aetna desire to further amend the Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement**. Except as expressly provided herein, all terms and conditions set forth in the Agreement and the First Amendment to Agreement shall remain in force and effect for the contract term specified within this Second Amendment to Agreement.

2.02 **Amended Provisions:** The Agreement and the First Amendment to Agreement are hereby revised as follows:

Paragraph 7 of Section 2.02 – “Benefits” of the Agreement is hereby deleted.

Paragraph 5 of Section 2.03 of the First Amendment to Agreement is hereby revised as follows:

Provide SBBC with \$500,000 in the form of an Administrative Fee Credit in or around November 2016 to be allocated for the expansion of SBBC’s current Wellness Activities throughout the District, and funding additional EAP Staff and Benefits & Employment Services Staff. Such funds were previously allocated within the First Amendment to Agreement for the 2017 Enhanced Wellness Biometric Wellness Fund.

3.01 **Priority of Documents.** In the event of a conflict between documents, the order of priority of the documents shall be as follows:

First:	Second Amendment to Agreement; then
Second:	First Amendment to Agreement; then
Third:	The Agreement; then
Fourth:	Addendum Number Four [dated May 14, 2013] to the RFP; then
Fifth:	Addendum Number Three [dated May 3, 2013] to the RFP; then
Sixth:	Addendum Number Two [dated April 26, 2013] to the RFP; then
Seventh:	Addendum Number One [dated April 25, 2013] to the RFP; then
Eighth:	RFP 14-004P “Group Medical Benefits for School Board Employees”; then
Ninth:	The Proposal submitted in response to the RFP by Aetna Life Insurance Company [dated May 21, 2013].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

4.01 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

5.01 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

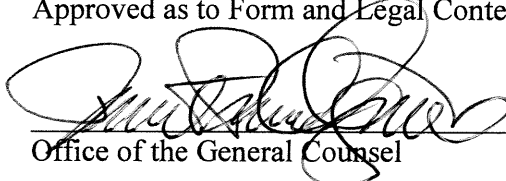
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

07/29/16

**FOR AETNA LIFE INSURANCE COMPANY**  
AND  
COVENTRY HEALTH CARE OF FLORIDA, INC.  
AND  
COVENTRY HEALTH AND LIFE INSURANCE COMPANY

(Corporate Seal)

Coventry Health Care of Florida, Inc.  
and Authorized Signature of Aetna Life  
Insurance Company

ATTEST:

By *Ch. A. Ciano*  
Christopher Ciano, Chief Executive  
Officer

, Secretary

*[Signature]* -or-  
Witness  
*[Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

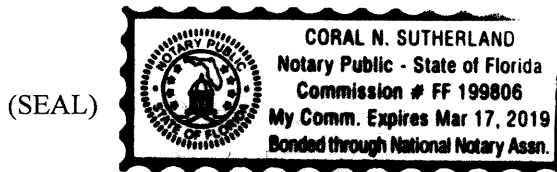
The foregoing instrument was acknowledged before me this 22 day of July,  
\_\_\_\_\_, 2016 by *[Signature]* of AETNA LIFE  
Christopher Ciano

INSURANCE COMPANY on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification  
and did/did not first take an oath. Type of Identification

My Commission Expires: March 17, 2019

*Coral N. Sutherland*  
Signature - Notary Public



CORAL N. SUTHERLAND  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.