

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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

SCHOLASTIC INSURANCE OF FLORIDA, L.L.C.
D/B/A SCHOOL INSURANCE OF FLORIDA
(hereinafter referred to as "VENDOR"),
having its principal place of business at
12200 West Colonial Drive, Suite 100
Winter Garden, Florida 34787

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverage (hereinafter referred to as "RFP") and dated March 28, 2013 for the purpose of receiving Student and Athletic Insurance Coverage; and

WHEREAS, VENDOR offered a proposal dated April 22, 2013 (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to the RFP; and

WHEREAS, VENDOR admits and agrees that on June 25, 2013, it was awarded an Agreement under the RFP through June 30, 2016, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period (hereinafter referred to as "Agreement"); and

WHEREAS, on June 21, 2016, SBBC and VENDOR exercised its first of two (2) options to renew the Agreement for a period of one (1) additional year; and

WHEREAS, on June 13, 2017, SBBC and VENDOR exercised its second of two (2) options to renew the Agreement for a period of one (1) additional year, and

WHEREAS, SBBC wishes to exercise its last and final option to extend the Agreement for 180 days; and

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:

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

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from **July 1, 2018** through **December 31, 2018**, unless terminated earlier pursuant to Article 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- First: this Second Amendment to Agreement, then
- Second: First Amendment to Agreement, then
- Third: Agreement, then
- Fourth: Addendum No. 1, then
- Fifth: RFP 14-015P – Student and Athletic Accident Insurance Coverage, then
- Sixth: Proposal submitted in repose to the RFP by VENDOR

1.04 **Insurance Policies.** VENDOR shall provide a voluntary student accident insurance program with Head Start and Athletics Departments for the 2018 – 2019 school year. The insurance policies shall be issued for the term of the school year 2018 – 2019 and all policy rates, provisions, benefits and terms shall remain the same as currently provided in **Attachment A.**

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this Second Amendment to 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Scholastic Insurance of Florida, L.L.C. d/b/a School Insurance of Florida
Date: 2018.05.22 11:43:59 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]



FOR VENDOR:

(Corporate Seal)

ATTEST:

SCHOLASTIC INSURANCE OF FLORIDA, L.L.C.
D/B/A SCHOOL INSURANCE OF
FLORIDA

By Lane Smith
Signature

Printed Name: Lane Smith

Title: President

_____, Secretary

-or-

Gina Canneto
Witness Gina Canneto

Frank Cummings
Witness Frank Cummings

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 22nd day of May, 2018 by Lane Smith of School Ins. of FL on behalf of the corporation/agency. He/She is personally known to me or produced FL Drivers license as identification and did/did not first take an oath.

My Commission Expires: 10/26/2019

April V. Smith
Signature - Notary Public

April V. Smith
Printed Name of Notary

FF 930729
Notary's Commission No.



April V. Smith
Notary Public
State of Florida
My Commission Expires 10/26/2019
Commission No. FF 930729

ATTACHMENT A

**BROWARD COUNTY SCHOOLS
VOLUNTARY STUDENT ACCIDENT INSURANCE SUMMARY**

Policy Benefit	Plan A	Plan B
Maximum Medical	\$ 25,000	\$ 25,000
Loss of Life	\$ 1,500	\$ 3,000
Double Dismemberment	\$ 7,500	\$10,000
Single Dismemberment	\$ 1,000	\$ 2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 weeks	52 weeks
Initial Non-Surgical Physician's Benefit	\$50	\$ 75
Physician's Non-Surgical Follow-Up Visits	\$40	\$ 45
Outpatient Therapy Or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @ \$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (Includes Reading Fees)	UCR up to \$150	Up to \$ 350
MRI	UCR up to \$500	Up to \$ 750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges Per Diem	Up to \$300 per day	Up to \$ 750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia .	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges: (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$ 50
Dental Treatment	Up to \$350 /tooth	Up to \$750 /tooth
Emergency Ambulance Service	Up to \$250	Up to \$750

CURRENT STUDENT RATES

Group Rates for Voluntary Plan	Plan A	Plan B
School-Time Plan (Grades Pre-K-12)	\$9.00	\$25.00
24-Hour Plan (Grades Pre-K-12)	\$47.00	\$150.00
Before and After Care	\$8.00	NA
Rates for Tackle Football, grades 9,10,11,12 th Fall FHSAA Try-Out Sessions and Classic Game	\$15.00	\$35.00
Regular FHSAA Season Practices and Games	\$ 60.00	\$120.00
FHSAA Spring Practice Sessions and Jamboree	\$ 20.00	\$40.00
FHSAA Try-Out, Regular Season and Spring	\$85.00	\$190.00