FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND UNITEDHEALTHCARE INSURANCE COMPANY FOR GROUP DENTAL PREFERRED PROVIDER ORGANIZATION (DPPO) INSURANCE (RFP # GEN2116451P2)

This Fifth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and UnitedHealthcare Insurance Company, a Connecticut corporation authorized the transact business in the State of Florida ("Insurer") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the original agreement, dated October 25, 2019 (the "Original Agreement"), to provide Group Dental Preferred Provider Organization (DPPO) Insurance.

B. The Original Agreement was amended by a First Amendment, dated July 26, 2021, which exercised the first Renewal Term, a Second Amendment, dated July 20, 2022, which exercised the Second Renewal Term and modified the premium rates, a Third Amendment, dated August 14, 2023, which extended the Third Renewal Term and modified the premium rates and other terms of the Agreement, and a Fourth Amendment, dated May 9, 2024, which extended the term of the Agreement for one (1) additional year. The Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to extend the term of the Agreement on a month-to-month basis not to exceed an additional six (6) months under the same terms and conditions.

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. The term of the Agreement is hereby amended to include six (6), one (1) month extension terms (each a "monthly extension term") beginning on January 1, 2026, and continuing for six (6) months, through and including June 30, 2026. Each monthly extension term shall be under the same terms and conditions as the then-current term, with no change in premium rates. Each monthly extension term will be automatically effective at the end of the previous monthly extension term unless the Contract Administrator provides written notice to Insurer, at least thirty (30) days in advance, of its intent not to effectuate the upcoming monthly extension term.

3. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Insurer hereby attests under penalty of perjury as follows: Insurer is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Insurer declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

4. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Insurer, Insurer hereby attests under penalty of perjury that Insurer does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Insurer declares that they have read the foregoing statement and that the facts stated in it are true.

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by 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 hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. 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 any other.

7. Insurer acknowledges that through the date this Amendment is executed by Insurer, Insurer has no claims or disputes against County with respect to any of the matters covered by the Agreement.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 2025; and UnitedHealthcare Insurance Company, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 2025

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

By SANDY STEED Digitally signed by SANDY STEED Date: 2025.10.16 10:13:40 -04'00'
Sandy Steed (Date)
Assistant County Attorney

By Danielle W. French Digitally signed by Danielle W. French Date: 2025.10.16 10:27:06 -04'00'
Danielle W. French (Date)
Deputy County Attorney

SS
2025-10-08 Group Dental DPPO Fifth Amendment
#1193504.1

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(RFP # GEN2116451P2)**

INSURER

UnitedHealthcare Insurance Company

By _____
Authorized Signer

Tracey A. Arney, Sr. Associate General Counsel

Print Name and Title

15 day of October, 2025