

**AMENDMENT NO. 1 TO CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN  
FLORIDA HEALTHY KIDS CORPORATION AND COVENTRY HEALTH CARE OF FLORIDA, INC.  
D/B/A AETNA BETTER HEALTH OF FLORIDA**

This Amendment No. 1, entered into between the Florida Healthy Kids Corporation (“FHKC”) and Coventry Health Care of Florida, Inc. d/b/a Aetna Better Health of Florida (“Insurer”), and effective as of January 1, 2020 (“Effective Date”), amends the Contract No.: 2020-01 for Medical Services and Coverage between FHKC and Insurer (“Contract”).

WHEREAS, the Contract allows for amendments by mutual written consent of the Parties;

WHEREAS, the Parties have agreed upon certain revisions to the Contract, to be effective as of January 1, 2020; and

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contract is hereby amended to replace all references to “Coventry Health Care of Florida, Inc. d/b/a Aetna Better Health of Florida” with “Aetna Better Health of Florida, Inc.”
2. Section 3-3-2, Premiums, is hereby revised by replacing the table therein, and substituting as follows:

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
1	\$113.00	\$205.00
2	\$106.31	\$205.00
3	\$119.85	\$205.00
4	\$132.15	\$205.00
5	\$116.68	\$205.00
6	\$96.64	\$205.00
7	\$126.18	\$205.00
8	\$112.80	\$205.00
9	\$153.43	\$205.00
10	\$110.05	\$205.00
11	\$143.53	\$205.00

3. Section 3-3-3, Premium Rate Modifications, is hereby revised by deleting section 3-3-3-1, Health Insurance Providers Fee, in its entirety and renumbering the remaining sections within section 3-3-3 appropriately.

4. Section 4-2, Assignment, is hereby revised by replacing the reference to section 34-4 with section 35-4.
5. Section 4-5 is hereby revised by deleting the strikethrough text.
6. Section 4-5 is hereby revised by replacing the reference to section 34-4 with section 35-4.
7. Section 4-12, Background Screening, of the Contract is hereby revised by replacing the first paragraph therein, and substituting as follows, including the insertion of a new second paragraph:

Insurer shall perform, or ensure performance of, a criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes, for all individuals employed, directly or indirectly, by Insurer or Subcontractor(s) in the performance of Insurer's obligations under this Contract who have access to Personal Health Information (PHI), Personally Identifiable Information (PII), or financial information related to this Contract, except for non-emergency transportation provider drivers. Background screenings shall be required to be completed prior to each individual's access to data and every five (5) years thereafter. Insurer shall maintain documentation of all background screening records pursuant to section 10 Record Retention.

For non-emergency transportation provider drivers, Insurer shall perform, or ensure performance of, a criminal background screening comparable to a level 1 background screening, as approved by AHCA for Florida Medicaid non-emergency transportation providers.

8. Section 9-4-2, Coordination of Benefits, is hereby revised by replacing the second sentence of the second paragraph therein, and substituting as follows:

Insurer shall adhere to the third-party liability requirements at 1902(a)(25) of the Act and section 53102 of the Bipartisan Budget Act of 2018, including cost avoidance and "pay and chase" requirements.

9. Section 18-2-1, Enrollment Files, is hereby revised by replacing the first paragraph therein, and substituting as follows:

FHKC shall provide Insurer all enrollment information necessary for Insurer to provide the services under this Contract. The enrollment information shall identify Enrollees who have been identified as American Indian or Alaskan Native, the Enrollees who are Title XXI eligible, and the Enrollees who are enrolled in the Full-pay Plan.

10. Section 24-3-9 is hereby revised by replacing the reference to "FCHCs" in the third paragraph with "FQHCs".

11. Section 24-4 is hereby revised by replacing the reference to section 34-4 with section 35-4.

12. The Contract is amended to add section 36, Cooperation with the Inspector General, as follows:

Pursuant to section 20.055(5), Florida Statutes, Insurer and any of its Subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

13. The Contract is amended to add section 37, Clean Air Act, as follows:

Insurer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387).

14. The out-of-pocket maximum section on page 1 in Attachment A: Benefit Schedule, is hereby revised by replacing the language therein, and substituting as follows:

Title XXI Enrollees: Cost sharing, including premium, is limited to no more than five (5) percent of an Enrollee's family's income per continuous eligibility period.

Full-pay Enrollees: Cost sharing, excluding premium, is limited to no more than five (5) percent of an Enrollee's family's income per continuous eligibility period.

15. PG-6: Enrollment Files in Attachment C: Performance Guarantees, is hereby revised by replacing the first bullet point after "Calculation Methodology" therein, and substituting as follows:

- For purposes of determining compliance with this PG and for determining any financial consequences, Insurer shall report the number of Calendar Days beyond two (2) Business Days for which it takes Insurer to process one hundred (100) percent of enrollment files.

16. PG-7: Ad hoc Enrollment Data in Attachment C: Performance Guarantees, is hereby revised by replacing the first bullet point after "calculation methodology" therein, and substituting as follows:

- For purposes of determining compliance with this PG and for determining any financial consequences, Insurer shall report the number of Calendar Days beyond one (1) Business Day for which it takes Insurer to process all ad hoc enrollment requests.

17. PG-10: Independent Review Timeframes in Attachment C: Performance Guarantees, is hereby revised by replacing the first bullet point therein, and substituting as follows:
  - Standard Review: forty-five (45) Calendar Days
18. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the disease and case management report with “22-10”.
19. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the transition of care policy with “22-11”.
20. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the performance bond with “4-14”.
21. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the fidelity bond with “4-13”.
22. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the premium rate adjustment request package with “3-3-3-2”.
23. Attachment D: Reports and Deliverables, MLR rebate frequency and due dates is hereby revised by replacing the language therein, and substituting the following:

Annually, February 1; beginning February 2022
24. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the FQHC/RHC report with “24-3-9”.
25. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference for the IHCP report with “24-3-10”.
26. Attachment D: Reports and Deliverables is hereby revised by replacing the contractual reference in the frequency and due dates column for the encounter and claims data with “28”.
27. Attachment D: Reports and Deliverables is hereby revised by replacing the frequency and due date language for the NIST compliant information security risk assessment attestation with “every three years; beginning January 31, 2021 or as otherwise stated in section 6”.
28. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.
29. This Amendment No. 1 sets forth the entire understanding between the Parties with regard to the subject matter hereof. In the event of any conflict between the Contract and this Amendment No. 1, the terms of this Amendment No. 1 shall govern.

30. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same document.

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**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their undersigned officials as duly authorized.

**FOR AETNA BETTER HEALTH OF FLORIDA, INC. (F/K/A COVENTRY HEALTH CARE OF FLORIDA, INC. D/B/A AETNA BETTER HEALTH OF FLORIDA)**

David Delaney

NAME: David P. Delaney

TITLE: Chief Financial Officer

DATE SIGNED: January 28, 2020

STATE OF ~~FLORIDA~~ Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January 2020, by David P. Delaney, as CEO on behalf of Aetna Better Health of Florida. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Cynthia Montano

Signature

Notary Public – State of ~~Florida~~ Connecticut

Cynthia Montano

Print, type, or stamp name of notary public

3-31-21

My commission expires

For Florida Healthy Kids Corporation:

Jeff Dykes  
NAME: Jeff Dykes

TITLE: Interim Chief Executive Officer

DATE SIGNED:

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of January 2020, by Jeff Dykes, as Interim Chief Executive Officer on behalf of Florida Healthy Kids Corporation. He is personally known to me.

Laura M. Kreps  
Signature

Notary Public – State of Florida

Laura M. Kreps

Print, type, or stamp name of notary public

June 20, 2020

My commission expires

