

AMENDMENT NO. 1
CONTRACT FOR DENTAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
LIBERTY DENTAL PLAN OF FLORIDA, INC.

This Amendment No. 1, entered into between the Florida Healthy Kids Corporation (“FHKC”) and Liberty Dental Plan of Florida, Inc. (“Insurer”) amends the Contract No.: 2022-300-02 for Dental Services and Coverage between FHKC and Insurer (“Contract”).

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

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment, to be effective July 1, 2023.

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. Section 24.9.2, Geographic Access Exemptions, is deleted and replaced in its entirety as follows:

FHKC acknowledges that there may be some situations in which Insurer’s ability to meet network adequacy standards is outside of Insurer’s reasonable control. Such situations may include areas in which no Providers are practicing, the Providers practicing in an area are unable to pass credentialing or recredentialing standards, or a limited number of Providers practice in an area and all refuse to contract with Insurer despite Insurer’s good faith efforts to contract. Insurer may choose to request a waiver for the time and/or distance network adequacy standards when such situations occur.

To request a geographic access exemption, Insurer must submit a written request for exemption accompanied by supporting documentation. Requests shall include:

- a. Identification of the county, Provider type, and specific standard(s) being requested;
- b. The reason for the request, including supporting documentation;
- c. A description of mitigation strategies in place to ensure Enrollees’ timely access to services, including any existing patterns of care (e.g., residents of county A commonly seek care in city B, which is outside of the standard time/distance requirements);
- d. A monitoring plan to ensure Insurer timely identifies and acts on any pertinent changes in the relevant area;
- e. Any other information FHKC deems necessary to make a determination; and
- f. A certification attesting that documentation is complete and accurate.

Once FHKC has granted a geographic access exemption, Insurer must report on the monitoring plan and Enrollees’ access to relevant services on a yearly basis.

If a change occurs during the exemption period that might result in sufficient access, Insurer must notify FHKC in writing within thirty (30) calendar days of discovery. Insurer may choose to withdraw the exemption. Otherwise, FHKC will determine whether the exemption will continue or be revoked.

Exemptions expire and must be re-approved every two (2) years unless withdrawn by Insurer or revoked by FHKC prior to the expiration date. If an exemption expires, is withdrawn, or is revoked, Insurer must submit a new request for FHKC’s consideration to receive a new exemption. Exemptions may be revoked for the following reasons:

- a. The situation in the area has changed and Insurer can now be reasonably expected to meet access requirements;
- b. Insurer fails to provide continuing evidence that the exemption is appropriate; and
- c. Insurer fails to adequately monitor, take action, or report as required by Insurer’s documented plan, the Contract, or state or federal law.

Information regarding geographic access exemptions may be reported to CMS as required by federal law.

- 2. Section 20, Cultural Competency, is hereby revised by deleting the last sentence in the section and replacing as follows:

Insurer shall submit its initial cultural competency plan for approval by FHKC by the date established in the approved implementation plan and annually thereafter by July 1st.

- 3. Attachment D: Reports and Deliverables, is hereby revised by deleting the row for “Service area exemption reports” and replacing it as follows:

Geographic access exemption reports	24.9.2	For initial requests: by the 20 th of the month following the reporting quarter For approved exemptions: annually, based upon the initial approval date
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- 4. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.

- 5. This Amendment No. 1 sets forth the entire understanding between the Parties with regard to the subject matter of the Contract and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the Parties regarding the Contract.
- 6. In the event of any conflict between the Contract and this Amendment No. 1, the terms of this Amendment No. 1 shall govern.
- 7. 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.

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

**FOR
FLORIDA HEALTHY KIDS CORPORATION:**

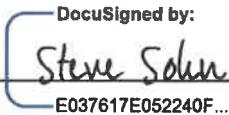
Signed: 

Name: Ryan West

Title: Chief Executive Officer

Date: 8/28/2023

**FOR
PLAN: LIBERTY DENTAL PLAN OF FLORIDA,
INC.**

Signed: 

Name: Steve Sohn

Title: Chief Administrative Officer

Date: 8/15/2023