AMENDMENT NO. 15
CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
SIMPLY HEALTHCARE PLANS, INC.

This Amendment No. 15, entered into between the Florida Healthy Kids Corporation ("FHKC") and Simply Healthcare Plans, Inc. ("Insurer") amends the Contract No.: 2020-03 for Medical 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.

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 definition of "Contract Year" in section 1-1 is hereby deleted and replaced in its entirety as follows:

   Contract Year: July 1st through June 30th

2. The following paragraph is added to Section 3-1-1 as follows:
   The initial term of this Contract is extended to June 30, 2025.

3. Section 3-3-3-1 is hereby deleted and replaced in its entirety as follows:

   Section 3-3-3-1 Annual Premium Rate Adjustment Requests

   Insurer shall provide an annual premium rate adjustment request for the upcoming Contract Year to FHKC by December 1 of each year unless otherwise required by FHKC, there are no additional Renewal years available under the Contract, or this provision is otherwise waived by FHKC. In the annual premium rate adjustment request, Insurer may request to reduce premium rates, make no change to premium rates, increase premium rates or any combination thereof for the Regions in Insurer's Service Area.

   Failure to comply with the requirements of section 3-3-3 may result in the denial of a premium rate adjustment request without recourse at FHKC's sole discretion.

   A. Service Area

   The premium rate adjustment request shall be inclusive of Insurer's Service Area. Insurer shall provide a premium rate adjustment for each Region in Insurer's Service Area in the premium rate adjustment request.

   B. Timeframe

Unless otherwise required by FHKC, the premium rate adjustment request applies to an entire Contract year and to all of Insurer's Enrollees in a Region. Premium rates shall not:

a. Include planned mid-plan year premium rate changes;

b. Require different premium rates based on when an Enrollee enrolls with Insurer;

c. Require different premium rates based on an Enrollee's age;

d. Require different premium rates based on an Enrollee's sex; or

e. Be discriminatory in any way.

FHKC waives the mid-plan year premium rate prohibition in section 3-3-3-2(B)(a) for calendar year 2021. Insurer may submit a mid-year rate adjustment request for premium rates effective July 1, 2021 through December 31, 2021. Insurer must submit any such mid-year rate adjustment request by March 1, 2021. FHKC, in its sole discretion, may allow Insurer to submit a rate adjustment request for an earlier effective date in the event additional information or data related to COVID-19 becomes available and is expected to have a significant impact on Insurer's ability to provide services under the Contract.

C. Offshoring

Insurer shall not consider any claims paid to a network Provider, out-of-network Provider, Subcontractor, or financial institution located outside the United States in the development of actuarially sound rates.

D. Actuarial Soundness

Insurer shall provide an actuarial memorandum supporting the premium rate adjustment request. The actuarial memorandum shall include the information and level of detail required by FHKC.

The proposed premium rates shall:

a. Be consistent with actuarially sound principles as required by 42 CFR 457.1203;

b. Not be excessive nor inadequate in accordance with the applicable requirements of Chapter 409, Florida Statutes;

c. Be designed to reasonably achieve a medical loss ratio (MLR) standard for the Contract year that is at least equal to the greater of eighty-five percent (85%) or the target MLR implicit in Insurer's best and final offer in response to the ITN and provide for reasonable administrative costs in accordance with 42 CFR

457.1203, Section 624.91, Florida Statutes, and section 9-5 of this Contract; and

d. Represent an amount adequate to allow Insurer to efficiently deliver Covered Services to Enrollees in a manner compliant with contractual services in accordance with 42 CFR 457.1201(c).

E. Rights and Responsibilities

FHKC may choose to provide Insurer with available trend information that FHKC may utilize when reviewing the premium rate adjustment request.

FHKC may initiate and enter into premium rate adjustment negotiations following Insurer's rate adjustment request submission. FHKC maintains the right to deny a rate adjustment request, require Insurer decrease rates or require Insurer hold rates flat based on the data provided by Insurer, FHKC's analysis, and other relevant factors as determined by FHKC.

Insurer shall respond to FHKC's requests for additional or clarifying information during the premium rate adjustment review process.

F. Premium Rate Adjustment Approval

Any changes to the premium rates must be approved by FHKC's Board of Directors. Premium rate adjustments are also subject to the maximum average rate adjustment recommended by the Social Services Estimating Conference and approval by the Florida Legislature and Governor.

4. Section 3-3-2 is hereby deleted in its entirety and replaced as follows:

3-3-2 Premiums

Effective January 1, 2025, the premium paid to Insurer shall be as follows:

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
1	$187.77	$235.00
2	$171.52	$235.00
3	$184.18	$235.00
4	$248.61	$235.00
5	$282.33	$235.00
6	$196.67	$235.00
7	$263.52	$235.00
8	$249.14	$235.00
9	$237.35	$235.00
10	$197.32	$235.00
11	$226.67	$235.00

5. The table in section 9-5-1 is hereby deleted in its entirety and replaced as follows:

Reporting Quarter	Due Date
July 1 – September 30	November 30
October 1 – December 31	February 28
January 1 – March 31	May 31
April 1 – June 30	August 31

6. Section 9-5-2 is hereby deleted in its entirety and replaced as follows:
9-5-2 Experience Adjustment Report

In addition to the quarterly and annual MLR report, Insurer shall provide an experience adjustment report for each Contract Year. The experience adjustment report due date is June 30th the following year.

The MLR rebate, if any, shall be calculated and provided based on the data included in this report. If any MLR rebate is owed to FHKC, Insurer shall remit such payment to FHKC no later than August 1st.

The experience adjustment report shall be in a format established by FHKC and include sufficient documentation, as determined by FHKC, to support Insurer's MLR calculation and to allow FHKC to evaluate the component and subcomponent expenses included. FHKC shall determine the adequacy of the information supplied and whether the MLR calculation is accurate.

7. The last paragraph of section 11-1 is hereby deleted and replaced in its entirety as follows:

Insurer shall be MARS-E compliant. Insurer shall ensure an annual information security compliance audit is performed on the application hosting center. Insurer shall provide a copy of the most recent audit report to FHKC by December 31. Insurer shall annually submit information security compliance documentation as agreed upon, in writing, between Insurer and FHKC. Acceptable documentation is SOC 2 Type II or HITRUST certification.

8. The last paragraph of section 12-4 is hereby deleted and replaced in its entirety as follows:

Insurer shall provide a quarterly report that includes cost and utilization information for key metrics identified by FHKC, including potentially preventable events. Unless otherwise required by FHKC, Insurer and FHKC shall conduct quarterly meetings via conference calls to discuss the key metrics and performance guarantees. Insurer shall make staff with the appropriate knowledge and expertise available during these

meetings and shall be prepared to discuss the report in detail as well as discuss any other relevant topics such as barriers to care, emerging trends and anticipated legislative actions.

9. Section 12-8 is hereby amended by adding a paragraph at the end as follows:

   Financial Consequences are limited to the greater of $50,000 or 0.5% of premiums paid in the quarter being assessed.

10. Section 18-2-1 item a is hereby deleted and replaced in its entirety as follows:
    a. FHKC shall provide Insurer a monthly full enrollment file on the 15th of the month prior to the Coverage Month and no later than seven (7) Business Days prior to the start of the Coverage Month. This file will contain enrollments and disenrollments as well as demographic changes.

11. Section 18-2-1 item b is hereby deleted and replaced in its entirety as follows:
    b. FHKC shall provide Insurer a supplemental enrollment file on the fifth day of the Coverage Month. Coverage for Enrollees identified on the supplemental enrollment file is effective retroactive to the first day of the Coverage Month. At FHKC's option, FHKC may replace the supplemental enrollment file with a daily change enrollment file. Daily change enrollment files provided prior to the monthly full enrollment file referenced in item a above will contain retroactive changes in coverage for current and past months and demographic changes. Daily change enrollment files provided after the monthly full enrollment file referenced in item a above will contain retroactive changes in coverage for current and past months, new enrollments and reinstatements for the upcoming Coverage Month, and demographic changes.

12. The third paragraph of Section 21 is hereby deleted and replaced in its entirety as follows:

    Insurer may provide a nurse line staffed by licensed nurses and available to Enrollees twenty-four (24) hours per day, seven (7) days a week. The nurse line shall provide health education and assist Enrollees in determining which place of care (e.g., urgent care center, emergency department, PCP office) is clinically appropriate for the symptoms described. Insurer shall also provide a behavioral health crisis line staffed by licensed professionals and available to Enrollees twenty-four (24) hours per day, seven (7) days a week. The behavioral health crisis line may be provided as part of the nurse line or separately. If the behavioral health crisis line is part of the nurse line, all licensed nurses must be trained appropriately. If a nurse line is not provided, telehealth shall be available to Enrollees twenty-four (24) hours per day, seven (7) days a week.

13. Section 24-3-6 is hereby deleted and replaced in its entirety as follows:

PCPs are limited to:

a. Board-certified pediatricians;

b. Board-certified family physicians;

c. Board-certified Adolescent Medicine doctors, regardless whether the certifying body is the American Board of Pediatrics, American Board of Family Medicine, or the American Board of Internal Medicine;

d. Providers who have recently completed a residency program in pediatrics, family practice, or internal medicine (related to adolescent medicine) approved by the National Board for Certification of Training Administrators of Graduate Medical Education Programs and who are eligible for board certification but have not yet achieved board certification;

   i. If the Provider does not achieve board certification within three (3) years of initial credentialing for the Florida Healthy Kids program, Insurer shall remove the Provider from its Florida Healthy Kids network or request a board-certification exemption for the provider.

e. Physician extenders working under the direct supervision of a board-certified pediatrician or board-certified family physician; and

f. Exempt Providers, as described in this Contract.

14. Section 24-3-6-1 is hereby deleted and replaced in its entirety as follows:

Insurer may request an exemption to the board-certification requirement for individual pediatricians and family physicians in writing. Insurer may also request an exemption to the board-certified primary care provider requirement for individual internal medicine providers regardless of board-certification. Insurer shall provide the reason for such request and include the proposed Provider's curriculum vitae and other information required by FHKC. Insurer shall not make board-certification exemption requests for the sole or primary purpose of avoiding normal business costs associated with board-certified PCPs. FHKC shall review the exemption requests on a case-by-case basis and provide a written response to Insurer. Board-certification exemptions are provided on a per Insurer basis for any specific Provider. Insurer must submit an exemption request to FHKC for a Provider even if that Provider has an active exemption with another Florida Healthy Kids insurer. Exemptions may last for up to two (2) years unless a renewal is approved by FHKC.

15. Section 26-6-2 is hereby created as follows:

Section 26-6-2 Net Promoter Score

As required by FHKC, Insurer shall implement a net promoter score tool to measure customer satisfaction. Insurer shall work with FHKC to establish the net promoter score baseline, develop action steps to improve customer satisfaction, and reporting requirements.

16. Attachment C is hereby amended by deleting PG-6 Enrollment Files in its entirety and replaced as follows:

    Insurer shall accurately process one hundred (100%) of enrollment files within two (2) Business Days of receipt.
    Reporting Frequency: Monthly
    Financial Consequences: two thousand dollars ($2,000) per Calendar Day
    Calculation Methodology:

    - Enrollment files include monthly full enrollment files and daily change enrollment files.
    - 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.
    - Financial consequences apply to each Calendar Day beyond the due date until accurately processed, inclusive of the date processed.

    Related Contract Reference: Section 18

17. Attachment D is hereby amended by deleting the table in its entirety and replaced as follows:

Report/Deliverable Name	**Contractual Reference**	**Frequency and Due Dates**
Implementation plan	12-1	One-time; within five (5) Business Days of Contract execution
Performance Bond	4-14	Within fifteen (15) Business Days of Contract execution
Fidelity Bond	4-13	Within fifteen (15) Business Days of Contract execution
Premium rate adjustment request package	3-3-3-2	Annually; December 1
Prohibited affiliations disclosure	4-4-1	Annually; January 15

Ownership and control disclosures	4-4-3	Upon Contract execution, renewal or extension Within thirty-five (35) Calendar Days of any change in ownership
Conflict of interest disclosure form	4-6	Within five (5) Business Days of Insurer's receipt of executed Contract Within ten (10) Business Days after becoming aware of any potential conflicts of interest Annually; January 15
Lobbying disclosure	4-7	Upon Contract execution Annually; January 15
Proof of insurance coverage	4-10	Within ten (10) Business Days of Contract execution Annually; December 31 or by certificate of insurance expiration date
Subcontractor requests	5	Date established in approved implementation plan 90 Calendar Days prior to proposed effective date
Subcontractor monitoring schedule	5-2	Date established in approved implementation plan Annually; December 1
Subcontractor contingency plan	5-2	Date established in approved implementation plan Upon submission of new Subcontractor requests
NIST compliant information security risk assessment attestation	6	Every three years; beginning January 31, 2021 or as otherwise stated in section 6
Audited financial statements	9-1	Annually; July 1

Other coverage liability report	9-4-2	Monthly; by the 15th
MLR report	9-5-1	Quarterly; see section 9-5-1 for specific dates
Annual MLR report	9-5-1	Annually; July 1 ending July 1, 2025; January 1 beginning January 1, 2027 This report is not due in calendar year 2026.
Experience adjustment report	9-5-2	Annually; December 31, beginning on December 31, 2021 and ending December 31, 2024; beginning June 30, 2026 (with initial report inclusive of 1/1/24-6/30/25 and 7/1-6/30 thereafter)
MLR Rebate	9-5-2	Annually, February 1; beginning February 2022 and ending February 2024; beginning August 1, 2026 (with initial report inclusive of 1/1/24-6/30/25 and 7/1-6/30 thereafter)
SOC 2 Type II or HITRUST certification	11-1	Date established in approved implementation plan Annually; December 31
Account management team contact information	12-2	Upon Contract execution
Key experience metrics report	12-4	Quarterly; by the 15th of the second month following the reporting quarter.
Contract termination transition plan	12-6	90 Calendar Days' prior to Contract termination
Annual marketing event report	17-7	Annually; February 28 ending February 28, 2025; August 31 beginning August 31, 2026

Enrollment file discrepancy report	18-2-1-1	Monthly; 5 Business Days after receipt of supplemental enrollment file
Enrollee rights policies	19	Date established in approved implementation plan
Cultural competency plan	20	Date established in approved implementation plan Annually; November 1
Parity assessment	22-3	Date established in approved implementation plan
Disease and case management report	22-10	Quarterly; by the 15th of the second month following the reporting quarter.
Transition of care policy	22-11	Date established in approved implementation plan
Grievances and Appeals Report	23	Quarterly; 15th of the month following the reporting quarter
Annual Grievances and Appeals Report	23	March 15 ending March 15, 2025; September 15 beginning September 15, 2025
Network add/term report	24-1	Monthly; 5th of the month following the reporting month
Adequate capacity to serve	24	Upon Contract execution Annually; July 1 Upon significant change in Insurer's operations
Geographic network access report	24-4-2	Quarterly; by the 15th of the second month following the reporting quarter.
Geographic access exemption reports	24-4-2-1	For initial requests: by the 20th of the month following the reporting quarter

		For approved exemptions: annually, based upon the initial approval date
Claims payment address(es)	24-7-1	Date established in approved implementation plan
Claims processing report	24-7-1	Quarterly; 15th of the month following the reporting quarter
Provider overpayment report	24-7-3	Annually; July 1
Fraud and Abuse policies	25	Date established in approved implementation plan
Fraud and Abuse report	25	Quarterly; 15th of the month following the reporting quarter
Accreditation report	26-1	Date established in approved implementation plan Annually; December 15
Quality Improvement Plan	26-2	Date established in approved implementation plan Annually; July 1
Quality Improvement Plan Assessment	26-2	Annually; July 1, beginning Jul 1, 2021
Encounter and claims data	28	Quarterly; see section 28 for specific dates
Attestation organizational chart	29	Upon Contract execution; within 1 week of any changes
Encounter data attestation	29	Concurrent with submission of encounter data
MLR-related attestation	29	Concurrent with submission of documentation FHKC may use to determine Insurer's compliance with MLR requirements

Financial solvency-related attestation	29	Concurrent with submission of documentation FHKC may use to determine Insurer has made adequate provision against the risk of insolvency
Availability and accessibility of services attestation	29	Concurrent with submission of documentation related to Insurer's compliance with requirements for availability and accessibility of services, including Provider network adequacy
Ownership and control disclosures attestation	29	Concurrent with submission of documentation
Annual overpayment recoveries report attestation	29	Concurrent with submission of annual overpayment recoveries report

18. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.

19. This Amendment No. 15 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.

20. In the event of any conflict between the Contract and this Amendment No. 15, the terms of this Amendment No. 15 shall govern.

21. This Amendment No. 15 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. 15 to be executed by their undersigned officials as duly authorized.

FOR
FLORIDA HEALTHY KIDS CORPORATION:

Signed: _____

Name: Ryan West

Title: Chief Executive Officer

Date: 12/18/2024

FOR
SIMPLY HEALTHCARE PLANS, INC.:

Signed: _____

Name: Dana Grynyuk

Title: Plan President/CEO

Date: December 13, 2024