

**AMENDMENT NO. 16
 CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN
 FLORIDA HEALTHY KIDS CORPORATION AND
 SIMPLY HEALTHCARE PLANS, INC.**

This Amendment No. 16, 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. Section 1-1 is hereby modified by deleting the definition of “Region” in its entirety and replacing it as follows:

Region: any of the geographical areas designated by FHKC and encompassing specified Florida counties pursuant to Section 409.966, Florida Statutes.

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

3-3-2 Premiums

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

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
A	\$190.03	\$237.50
B	\$233.48	\$237.50
C	\$306.32	\$237.50
D	\$207.76	\$237.50
E	\$275.40	\$237.50
F	\$268.85	\$237.50
G	\$246.22	\$237.50
H	\$210.19	\$237.50
I	\$237.11	\$237.50

3. Section 19 is hereby modified by deleting the last paragraph in its entirety and replacing it as follows:

In accordance with 42 CFR 457.1220, which incorporates 42 CFR 438.100, and 42 CFR 457.1207, which incorporates 42 CFR 438.10(g)(2)(ix), an Enrollee has the right to:

- a. Receive information in accordance with 42 CFR 438.10;
 - b. Be treated with respect and consideration for his or her dignity and privacy;
 - c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition and ability to understand;
 - d. Participate in decisions regarding his or her health care, including the right to refuse treatment;
 - e. Be free from any form of restraint or seclusion as a means of coercion, discipline, convenience or retaliation, as specified in federal regulations on the use of restraints and seclusion;
 - f. Request and receive a copy of his or her medical records and request that such medical records be amended or corrected;
 - g. Receive health care services in accordance with 42 CFR 438.206- 438.210; and
 - h. Choose between a Covered Service or setting and an available in lieu of service or setting. Enrollees retain the right to receive the Covered Service or setting on the same terms as would apply if an in lieu of service or setting were not an option.
4. The fifth paragraph in section 21-3 is hereby modified by deleting it in its entirety and replacing it as follows:

Insurer shall provide a notice of nondiscrimination and taglines explaining the availability of written or oral translation in the prevalent non-English languages in the Service Area as required by law.

5. Section 22-7 is hereby modified by deleting it in its entirety and replacing it as follows:
- 22-7 Value-add Benefits and In Lieu of Services or Settings

A. Value-add Benefits

Insurer may offer value-add benefits at no cost to FHKC or the Enrollees. Insurer shall offer any value-add benefits proposed during the ITN and listed in Attachment A.

Insurer shall submit any proposed value-add benefits, including a description of the eligible population and any limitations, to FHKC for approval.

Insurer must request and receive FHKC approval to discontinue any value-add benefits. Value-add benefits shall be offered for at least one (1) complete Contract Year and shall not be discontinued during a Contract Year. Any value-add benefits proposed during the ITN and included in this Contract are considered material to the competitive ITN process. As such, Insurer shall not discontinue these value-add

benefits without replacing the value-add benefit with an equivalent value-add benefit, subject to FHKC approval. An equivalent value-add benefit must be relevant to the Florida Healthy Kids population and must be expected to fulfill similar needs for Enrollees regarding the number of Enrollees potentially impacted and the level of care. Requests for changes to value-add benefits shall be submitted to FHKC for consideration annually on July 1. Insurer shall provide Enrollees with notice of any value-add benefit changes at least ninety (90) Calendar Days in advance of such changes.

Insurer shall include all value-add benefits in Insurer's Enrollee handbook.

B. In Lieu of Services and Settings

If Insurer chooses to provide in lieu of services and settings, as defined by section 42 CFR 438.2, Insurer must meet the requirements of 42 CFR 438.16, as required by 42 CFR 457.1201(c). FHKC approval is required prior to Insurer offering any in lieu of service or setting.

6. Section 24-5 is hereby modified by adding the following paragraphs after the first paragraph:

Insurer's incentive payment contracts with Providers must:

- Have a defined performance period that can be tied to MLR reporting periods;
- Be signed and dated by all appropriate parties before commencement of the performance period;
- Include clearly-defined, objectively measurable, and well-documented clinical or quality improvement standards that the Provider must meet to receive the incentive payment; and
- Specify a dollar amount or a percentage of a verifiable dollar amount that can be clearly linked to successful completion of the metrics defined in the contract, including a date of payment.

Insurer must maintain documentation to support the incentive payments in a manner that is consistent with generally accepted audit standards. Insurer may not rely upon Subcontractors or any third parties to maintain such documentation. Insurer must directly maintain such documentation. Such documentation must be made available to FHKC, or FHKC's authorized representative, upon request, or, if FHKC should choose to establish routine reporting, by the dates required by FHKC. In accordance with 42 CFR 457.1285, which incorporates 42 CFR 438.608(e), attestations are not acceptable supporting documentation.

7. Section 24-7-3 is hereby modified by deleting it in its entirety and replacing as follows:

Insurer must maintain policies and procedures relating to Provider overpayments which shall include a:

- i. Mechanism for a Provider to report in writing to Insurer that an overpayment has been received and the reason why the overpayment was received; and
- ii. Requirement that Providers return any overpayments to Insurer within sixty (60) Calendar Days after the date on which the overpayment was identified.

Insurer shall provide a report listing all overpayments to Providers identified or recovered, including overpayments made related to Fraud, Waste and Abuse and all other overpayments, within 30 Calendar Days. Such report shall be routinely due on the first of each month, beginning January 1, 2026.

Insurer shall provide an annual report listing all overpayments to Providers identified or recovered, including overpayments made related to Fraud, Waste and Abuse and all other overpayments.

8. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.
9. This Amendment No. 16 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.
10. In the event of any conflict between the Contract and this Amendment No. 16, the terms of this Amendment No. 16 shall govern.
11. This Amendment No. 16 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. 16 to be executed by their undersigned officials as duly authorized.

**FOR
FLORIDA HEALTHY KIDS CORPORATION:**

Signed: 

Name: Ryan West

Title: Chief Executive Officer

Date: 6/26/2025

**FOR
SIMPLY HEALTHCARE PLANS, INC.:**

Signed: 

Name: Dana Gryniuk

Title: Plan President/CEO

Date: 6/23/2025