AMENDMENT NO. 3
CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
SIMPLY HEALTHCARE PLANS, INC.

This Amendment No. 3, entered into between the Florida Healthy Kids Corporation ("FHKC") and Simply Healthcare Plans, Inc. ("Insurer") (collectively referred to as the "Parties"), 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;

WHEREAS, the Parties have agreed upon certain revisions to the Contract; 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 3-3-2, Premiums, is hereby revised by inserting the following language after the table therein:

   Effective January 1, 2021, the premium paid to Insurer shall be as follows:

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
1	$117.68	$205.00
2	$111.12	$205.00
3	$129.47	$205.00
4	$117.26	$205.00
5	$151.57	$205.00
6	$110.14	$205.00
7	$131.05	$205.00
8	$132.66	$205.00
9	$129.32	$205.00
10	$139.79	$205.00
11	$155.24	$205.00

2. Effective January 1, 2021, Section 3-3-3-1, Annual Premium Rate Adjustment Requests, as renumbered in Contract Amendment No. 1, is revised by inserting the following language before subsection C:

   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.

3. Section 3-3-3, Premium Rate Modifications, as renumbered in Contract Amendment No. 1, is revised by inserting the following before Section 4:

   3-3-3-4 Changes in Law

   Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Insurer must do no work on that part after the effective date of the loss of program authority. FHKC must adjust premium rates to remove costs that are specific to any program or activity that is no longer authorized by law. If Insurer works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Insurer will not be paid for that work. If FHKC paid Insurer in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, Insurer shall return the payment for such work to FHKC. However, if Insurer worked on a program or activity prior to the date legal authority ended for that program or activity, and FHKC included the cost of performing that work in its payments to Insurer, Insurer may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

4. Section 4-12, Background Screening, is hereby revised by inserting a new paragraph before the last paragraph, as follows:

   FHKC may waive the Level II background screening requirements for Subcontractors in accordance with the Subcontractor Level II Background Screening Waiver Policy, which is attached hereto as Attachment G and incorporated by reference. FHKC, in its sole discretion, may amend Attachment G from time to time without amending the Contract.

5. Section 6-2, Health Information System, is hereby revised by deleting the language after the first sentence and inserting the following:

   Insurer shall implement and maintain health information systems as required by 42 CFR 438.242(a), (b)(1) through (4), (c), (d), and (e), including:

   a. Complying with Section 6504(a) of the Affordable Care Act;

   b. Collecting data on Enrollee and Provider characteristics;

c. Collecting data on all services provided to Enrollees through an encounter data system, including data sufficient to identify the Provider who delivers any item or service to Enrollees;

d. Ensuring that data received from Providers is accurate and complete by:

    i. Verifying the accuracy and timeliness of reported data, including data reported by Providers with a capitated payment arrangement;

    ii. Screening the data for completeness, logic and consistency; and

    iii. Collecting data from Providers in standardized formats to the extent feasible and appropriate.

e. Making all collected data available to FHKC, AHCA, and CMS, upon request.

Insurer shall also implement and maintain a publicly accessible standards-based Application Programming Interface (API), as required by 42 CFR 457.760 and 457.1233(d). Such API must be implemented and publicly available by January 1, 2021.

6. Section 22-11, Coordination; Transition of Care, is hereby revised by inserting the following language after the last paragraph:

   Insurer shall comply with the requirements of 42 CFR 457.1216.

7. Effective January 1, 2021, Section 24-3, Participating Provider Requirements, is hereby revised by inserting the following language after the last sentence of the second paragraph:

   In the event a network Provider is unwilling to obtain a Medicaid ID, Insurer shall enroll the Provider directly with FHKC by requiring the Provider to sign an FHKC Provider agreement in addition to Insurer's Provider agreement. Insurer is responsible for providing all relevant information and documents to the Provider and submitting to FHKC all relevant information and documents, including the executed FHKC Provider agreement. If the Provider is already enrolled directly with FHKC, Insurer shall submit all relevant information to FHKC; however, the Provider is not required to sign another FHKC Provider agreement. As required by the FHKC Uniform Credentialing Policy, Insurer is responsible for all credentialing and recredentialing activities for network Providers regardless of enrollment status with FHKC.

8. Section 24-3, Participating Provider Requirements, is hereby revised by inserting a new paragraph after the last sentence, as follows:

   Insurer shall ensure that its network Providers and Subcontractors are required to submit encounter data within a timeframe that allows Insurer to comply with the requirements of 42 CFR 457.730.

9. Section 28, Encounter Data, is revised by deleting the chart and replacing it as follows:

Encounters and Claims Processed During:	**Data Due to AHCA's Contracted Vendor by:**	**Data Due to FHKC by:**
January 1-March 31	April 15	May 15
April 1-June 30	July 15	August 15
July 1-September 30	October 15	November 15
October 1-December 31	January 15	February 15

10. Effective January 1, 2021, Attachment A: Benefit Schedule, is hereby revised by deleting the "Enrollee Cost Share" line under "Behavioral Health Services; Substance Use Disorder Services" and replacing it as follows:

    Enrollee Cost Share: $0 copayment per office visit; $0 copayment for inpatient services

11. Attachment C: Performance Guarantees, is hereby revised by replacing the second sentence of PG-20's Financial Consequences section as follows:

    Financial consequences are capped at the following amounts for this performance guarantee based on Insurer's enrollment range as of the first day of the reporting quarter:

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

13. This Amendment No. 3 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. 3, the terms of this Amendment No. 3 shall govern.

14. Except as otherwise expressly set forth herein, this Amendment No. 3 becomes effective upon execution by both Parties.

15. This Amendment No. 3 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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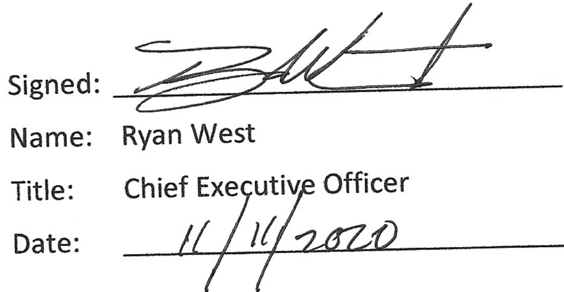
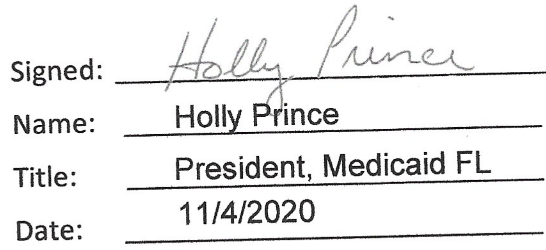
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their undersigned officials as duly authorized.

FOR FLORIDA HEALTHY KIDS CORPORATION:	**FOR SIMPLY HEALTHCARE PLANS, INC.:**
Signed: 	Signed: 
Name: Ryan West	Name: Holly Prince
Title: Chief Executive Officer	Title: President, Medicaid FL
Date: 11/11/2020	Date: 11/4/2020

Attachment G: Subcontractor Level II Background Screening Waiver Policy

Section 4-12 of the Contract requires Insurer's Subcontractors to perform a level II background screening for all individuals employed, directly or indirectly, who have access to PHI, PII, or financial information.

I. Subcontractors Eligible for Waiver

FHKC may waive level II background screening requirements for a Subcontractor if the Subcontractor meets one of the following two circumstances:

1. A Subcontractor, at no fault of its own, is unable to comply; OR
2. A Subcontractor refuses to agree to the requirements and:
    - Insurer has made significant good-faith efforts to obtain the Subcontractor's agreement; AND
    - Subcontractor provides goods or services that are reasonably expected to cause undesirable disruption for Enrollees should Subcontractor cease/delay provision of such goods or services, such as benefit or claims administration/processing (including Medical Necessity reviews and similar review activities) and Provider network processing (including credentialing/recredentialing activities and similar contracting activities); OR
    - Subcontractor is the only vendor that can reasonably provide the goods or services.

II. Alternative Background Screening Requirements

If FHKC waives the level II background screening requirements for a Subcontractor's employees, Subcontractor must meet the following requirements:

1. Subcontractor must conduct each of the following record checks for all employees:
    - Civil lawsuits, federal, and county level
    - Criminal case searches:
        - County level, all 50 states
        - State level, all 50 states
        - Federal level
        - Department of Justice
        - Global
    - Other searches:
        - Office of Foreign Assets Control (international economic and trade sanctions)

- Fraud Abuse Control Information System (FACIS) (sanctions from federal administrative agencies, e.g., OIG, DEA, FDA).
- Consent Based Social Security Number Verification (CBSV)
- Social Security Number trace
- Global sanctions (international sanctioning bodies, etc.)
- Licensure verification (professional license and any administrative action)
- Credit report
- Driver license records
- Education verification
- Employment verification

2. Insurer and/or Subcontractor shall not allow any employee to perform work under the Subcontract if the background screening determines:
   - The employee would be precluded from any type of employment under Section 435.04(2), (3), or (4), Florida Statutes;
   - The employee has violated sections 812.0195, 815.04, 815.06, or 817.568, Florida Statutes; or
   - The employee has violated 42 U.S.C. 1320d-5.
3. Subcontractor shall maintain a blanket fidelity bond on all personnel in its employment during the life of the Subcontract. The bond shall be issued in the amount of at least $500,000 per occurrence. The surety company issuing the bond must comply with the provisions of Chapter 624, Florida Statutes. The bond shall protect FHKC and Insurer from any losses sustained through any fraudulent or dishonest act or acts committed by any of Subcontractor's employees. Proof of coverage shall be submitted to and approved by FHKC prior to Subcontractor performing any services or deliverables under the Subcontract.
4. Subcontractors described in item I.2 above must provide a performance bond in the amount of $100,000 with both Insurer and FHKC as beneficiaries.
5. Insurer must increase the frequency with which it reviews and audits the Subcontractor. The frequency of reviews and audits will vary depending on the circumstances, including goods or services provided by the Subcontractor and other factors. FHKC and Insurer will determine review and audit requirements on a case-by-case basis.

In its sole discretion, FHKC may require any additional requirements that the Subcontractor, Insurer, and/or employees must meet.

III. Review and approval

FHKC will review all requests to waive the background screening requirements on a case-by-case basis. In its sole discretion, FHKC may approve, reject, modify, or limit any request for a waiver.