

AMENDMENT NO. 10
CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
AETNA BETTER HEALTH OF FLORIDA

This Amendment No. 10, entered into between the Florida Healthy Kids Corporation (“FHKC”) and Aetna Better Health of Florida (“Insurer”) 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; 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 July 1, 2023, the premium paid to Insurer shall be as follows:

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
1	\$122.01	\$225.00
2	\$116.19	\$225.00
3	\$130.62	\$225.00
4	\$139.53	\$225.00
5	\$124.63	\$225.00
6	\$103.93	\$225.00
7	\$140.54	\$225.00
8	\$119.10	\$225.00
9	\$167.65	\$225.00
10	\$114.39	\$225.00
11	\$151.64	\$225.00

2. Section 1-1, Definitions is amended by deleting **Medically Necessary** or **Medical Necessity** and its definition in its entirety and replacing as follows:

Medically Necessary or **Medical Necessity**: as defined by Florida Medicaid in Rule 59G-1.010, F.A.C., or its successors or replacements.

3. Section 21-3-1(C), Provider Directory, is amended by deleting the section in its entirety and replacing as follows:

C. Provider Directory

Insurer shall make a Provider directory available on Insurer’s website in a machine-readable file and format, as specified by the Secretary of HHS, as well as in paper form upon request. Insurer

shall also make a mobile-enhanced searchable electronic Provider Directory available on Insurer's website.

Information included in a paper Provider directory must be updated at least monthly if Insurer does not have a mobile-enabled electronic directory or quarterly if Insurer has a mobile-enabled electronic directory. Searchable electronic Provider directories must be updated no later than thirty (30) Calendar Days after Insurer receives updated Provider information.

At a minimum, the Provider directory must contain the following information for each PCP, specialist (including behavioral health Providers), hospital, and pharmacy participating in the network directly through Insurer or participating in the network through Insurer's Subcontractor:

- a. Provider name;
 - b. Provider group affiliation, if any;
 - c. Specialty, as appropriate;
 - d. Street address(es);
 - e. Telephone number(s);
 - f. Website URL, if any;
 - g. Office hours;
 - h. Age limitation, if any;
 - i. Cultural and linguistic capabilities including languages offered (including American Sign Language), by the Provider or a skilled medical interpreter at the Provider's office;
 - j. Whether Provider's office or facility has accommodations for people with physical disabilities, including offices, exam rooms and equipment;
 - k. Whether the Provider is accepting new patients; and
 - l. Whether the Provider offers covered services via telehealth.
4. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.
 5. This Amendment No. 10 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. 10, the terms of this Amendment No. 10 shall govern.
 7. This Amendment No. 10 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. 10 to be executed by their undersigned officials as duly authorized.

**FOR
FLORIDA HEALTHY KIDS CORPORATION:**

Signed: 

Name: Ryan West

Title: Chief Executive Officer

Date: 5/25/2023

**FOR
AETNA BETTER HEALTH OF FLORIDA:**

Signed: 

Name: Jennifer A. Sweet

Title: Chief Executive Officer

Date: 6/09/2023