

**AMENDMENT NO. 4 TO DENTAL SERVICES CONTRACT BETWEEN THE FLORIDA
HEALTHY KIDS CORPORATION AND MANAGED CARE OF NORTH AMERICA, INC. D/B/A
MCNA DENTAL PLANS**

This Amendment No. 4, entered into between the Florida Healthy Kids Corporation ("FHKC") and Managed Care of North America, Inc. d/b/a MCNA Dental Plans ("INSURER"), and effective as of July 1, 2018 ("Effective Date"), further amends that certain Dental Services Contract between FHKC and INSURER effective July 1, 2016 ("Contract").

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

WHEREAS, the parties have agreed upon certain additional revisions to the Contract, to be effective as of July 1, 2018; and

WHEREAS, the parties desire to further 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. All references to "SAP hearing" or "a SAP hearing" are hereby revised and replaced with "independent external review" or "an independent external review".
2. Section 3-14, as amended, is hereby revised to delete the last sentence of the third paragraph.
3. Section 3-14, as amended, is hereby revised to delete the second to last paragraph in the section in its entirety.
4. Section 3-14, as amended, is hereby revised to add the following language as a new paragraph after the last sentence in the section:

Upon notification from FHKC, Insurer shall maintain contracts with Independent Review Organizations (IROs) for the provision of Enrollees' option to have a post-appeal independent external review in compliance with 42 CFR 457.1120(a)(2). Such contracts shall specify and meet all state and federal laws, regulations and guidance applicable to CHIP grievance and appeal process requirements and subcontractor requirements, including FHKC's audit rights.

Insurer and Insurer's IRO shall enter into a memorandum of understanding with FHKC. FHKC shall have full access to audit, monitor and evaluate the IRO's performance of independent external review.

Insurer shall provide a quarterly report listing all independent external reviews the IRO handled in the quarter, including the date the independent external review was requested, the date the IRO made a final decision, the outcome of the review, whether

Insurer has since received any grievances related to the independent external review and any other information requested by FHKC.

Insurer is responsible for the full cost of all independent reviews.

Upon notification from FHKC, Insurer shall participate in the HHS-administered federal external review process for health insurance coverage. Insurer shall adhere to all requirements of the review process and shall provide a quarterly report listing all independent external reviews handled through the HHS-administered federal external review process in the quarter, including the date the independent external review was requested, the date a final decision was made, the outcome of the review, whether Insurer has since received any grievances related to the independent external review and any other information requested by FHKC.

FHKC may choose to contract with IROs directly or directly participate in the HHS-administered federal external review process for health insurance coverage. Insurer shall comply FHKC's policies, procedures and directions should FHKC choose this option.

5. Section 3-19-2C.4, as amended, is hereby revised to delete the phrase "contact the Subscriber Assistance Panel" and replace it with "request an independent review".
6. Effective retroactively to February 9, 2018 in accordance with section 53102(a)(1) of the Bipartisan Budget Act of 2018, section 2-1 is hereby deleted in its entirety and replaced with the following language:

In accordance with Section 624.91(5)(c), Florida Statutes, Florida Healthy Kids insurers are the payers of last resort.

Insurer shall coordinate benefits with any other third-party payer that may be liable for an Enrollee's medical care. Insurer shall adhere to the third party liability requirements at 1902(a)(25) of the Act, including cost avoidance and "pay and chase" requirements.

Insurer shall notify FHKC of any Enrollees Insurer identifies as covered under other health insurance by the fifteenth of each month in a manner specified by FHKC. At a minimum, Insurer shall include the Enrollee's name, Florida Healthy Kids member ID, identification of the other carrier, and the effective and termination dates of the other coverage, if available. Insurer shall identify any Enrollees as having other coverage through Florida Medicaid separately.

Insurer shall coordinate benefits with any insurer under contract with FHKC to provide comprehensive dental care benefits to Enrollees, including the provision of prescription coverage for prescriptions prescribed by the Enrollee's dental Provider.

7. Effective retroactively to February 9, 2018 in accordance with section 53102(a)(1) of the Bipartisan Budget Act of 2018, section 3-28 is hereby deleted in its entirety and replaced with the following language:

Insurer shall adhere to the third party liability requirements at 1902(a)(25) of the Act.

In the event Insurer provides an Enrollee covered benefits for which a third party is liable, Insurer shall seek reimbursement from the third party or Enrollee, if he or she received third-party payment for medical expenses provided to him or her, for the actual cost of benefits provided.

Insurer is not entitled to reimbursement in excess of the Enrollee's monetary recovery for medical expenses provided from the third party.

8. Section 3-2 as amended, is hereby revised to add a new subsection 3-2-5 below:

3-2-5 Telehealth

FHKC considers telehealth to be a modality of care and not a separate form of health care practice. As such, all requirements applicable to Providers delivering in-person services apply to Providers delivering telehealth services, including standards of care and medical record requirements. Insurer shall not apply any policies or procedures to telehealth services that are significantly more restrictive or stringent than those applied to in-person services unless such differences are required to maintain the intent and functionality of a policy or procedure that applies to in-person services.

Insurer shall cover benefits for services provided by telehealth to the extent the same services are provided in-person, when possible and appropriate. Insurer shall cover store-and-forward and remote patient monitoring services telehealth modalities, as appropriate.

Telephone conversations (without two-way, real-time audio and visual components), chart review, email, and facsimile transmissions are not considered telehealth.

9. Attachment E is hereby revised to delete "Grievances before the Subscriber Assistance Panel (Section 3-14)".

Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions. In the event of any conflict between the Contract and this Amendment No. 4, the terms of this Amendment No. 4 shall govern.


This Amendment No. 4 may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same document.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to be executed by their undersigned officials as duly authorized.

FOR:

MANAGED CARE OF NORTH AMERICA, INC. D/B/A MCNA DENTAL PLANS



NAME: Glen Feingold

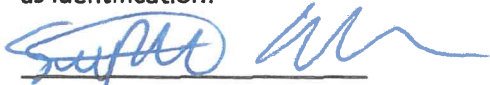
TITLE: C.O.O

DATE SIGNED: 7/30/18

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me before this 31 day of July 2018, by Glen Feingold, as _____ on behalf of Simply Healthcare Plans, Inc., d/b/a Amerigroup Florida. He/She is personally known to me or has produced _____ as identification.



Signature

Notary Public – State of Florida

Stephanie Uhlar

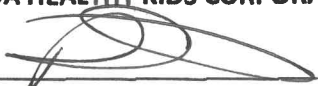
Print, Type or Stamp Name of Notary Public

6.9.2019

My Commission Expires



FOR
FLORIDA HEALTHY KIDS CORPORATION:


NAME: Rebecca Matthews
TITLE: Chief Executive Officer
DATE SIGNED: 8/24/18

STATE OF FLORIDA
COUNTY OF LEON

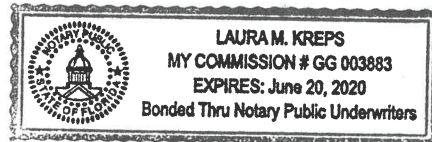
The foregoing instrument was acknowledged before me before this 24th day of Aug
2018, by Rebecca Matthews, as Chief Executive Officer, on behalf of the Florida Healthy Kids
Corporation. She is personally known to me or has produced _____ as
identification.



Signature

Notary Public – State of Florida

Print, Type or Stamp Name of Notary Public



My Commission Expires