

**AMENDMENT NO. 5 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. 5, 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, 2019 ("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;

WHEREAS, the parties have agreed upon certain additional revisions to the Contract, to be effective as of July 1, 2019; 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. Section 3-21 of the Contract is hereby revised by replacing the entirety of the language therein, and substituting as follows:

**3-21 Premium Rate**

The premium rate charged for the provision of Comprehensive Dental Services for July 1, 2019 through June 30, 2020 shall be as follows:

COUNTY	PER MEMBER PER MONTH
Statewide	\$14.61

In the event a suspension or moratorium is enacted for the health insurance provider fee set forth in section 9010 of the Patient Protection and Affordable Care Act (the "ACA fee") for the 2020 fee year prior to July 1, 2019, the premium rate charged for the provision of Comprehensive Dental Services for July 1, 2019 through June 30, 2020 shall be \$14.39 per member per month. In the event a suspension or moratorium is enacted for the ACA fee for the 2020 fee year after July 1, 2019, the premium rate charged for the provision of Comprehensive Dental Services shall be \$14.39 per member per month from July 1, 2019 through June 30, 2020. Insurer shall refund FHKC in an amount of \$0.22 per member per month (the "ACA fee rate component") during the period the ACA fee rate component was paid by FHKC. The refund will be paid in a manner and time frame specified by FHKC.

2. Section 4-7 of the Contract is hereby revised by replacing the entirety of the language therein, and substituting as follows:

**4-7 Confidentiality and Public Records**

#### **4-7-1 Confidentiality**

Insurer shall treat all information obtained through its performance under this Contract as confidential to the extent such information is protected under Florida and federal law. Insurer shall not use any information except as necessary for the proper discharge of its obligations under this Contract.

Insurer shall not use or disclose any protected health information, personally identifiable information, or other identified information obtained through its performance under this Contract, except as allowed under this Contract and Florida and federal laws, including HIPAA; Sections 624.91 and 409.821, Florida Statutes; and Chapter 119, Florida Statutes. Such information shall not be disclosed without the written consent of FHKC, the Applicant, or the Enrollee, except as otherwise required under Florida or federal law.

This subsection does not prohibit the disclosure of information in summary, statistical, or other de-identified forms.

The parties agree to maintain the integrity of the other party's confidential, trade secret, or proprietary information to the extent provided under the law and this Contract. Neither party will disclose or allow others to disclose the other party's confidential, trade secret, or proprietary information except as provided by law or this Contract.

#### **4-7-2 Redacted Copies of Confidential Information**

Records produced or used in relation to the performance of this Contract may be subject to Chapter 119, Florida Statutes. If Insurer considers any portion of any documents, data, or records submitted to FHKC to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority ("Confidential Information"), Insurer must simultaneously provide FHKC with a separate, redacted copy of the information it claims as exempt and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number and shall be clearly titled "Redacted Copy." The redacted copy should only redact those portions of material that Insurer claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. The following methods of redacting are not sufficient for designating information as confidential, proprietary, trade secret, or otherwise not subject to disclosure:

- a. Statements to the effect that the record "may" contain confidential, trade secret, proprietary, or exempt information;
- b. Designations outside the body of the record such as in an electronic document title or in the body of an email providing the record; or
- c. Placement or formatting that interferes with FHKC's ability to access the information such as using an opaque watermark.

If Insurer fails to submit a redacted copy of information it claims is confidential, proprietary, trade secret, or otherwise not subject to disclosure, FHKC is authorized to produce the entire documents, data, or records in response to a public records request or other lawful request for those records.

Records in which the sole Confidential Information is protected health information or personally identifiable information are excluded from this redaction requirement.

#### 4-7-3 Request for Confidential Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents marked as "Redacted Copy" are responsive, FHKC will provide Insurer-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, FHKC will notify Insurer such an assertion has been made. It is Insurer's responsibility to assert that the Confidential Information is not subject to disclosure under Chapter 119, Florida Statutes, or other applicable law. If FHKC becomes subject to a demand for discovery or disclosure under legal process regarding the Confidential Information, FHKC shall give Insurer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). Insurer shall be responsible for defending its determination that the redacted portions of its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

#### 4-7-4 Indemnification

Insurer shall protect, defend, and indemnify FHKC for any and all claims arising from or relating to Insurer's determination that the redacted portions of records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

#### 4-7-5 Insurer as Agent

Insurer agrees to advise FHKC prior to the release of any information in response to a request for public records and, upon FHKC's request, provide FHKC with a copy of the requested records at no cost. All records stored electronically must be provided to FHKC in a format that is compatible with the FHKC's information technology systems.

Section 409.821, Florida Statutes, provides certain public records exemptions for Florida KidCare documents. If, under this Contract, Insurer is providing services and is acting on behalf of a public agency, as provided by Section 119.0701, Florida Statutes, Insurer shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Insurer does not transfer the records to the public agency.
- d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Insurer or keep and maintain public records

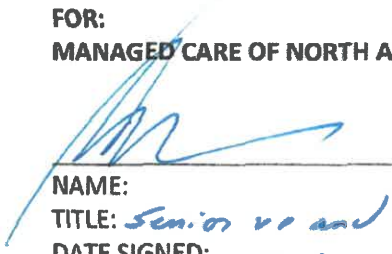
required by the public agency to perform the service. If Insurer transfers all public records to the public agency upon completion of the Contract, the Insurer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Insurer keeps and maintains public records upon completion of the Contract, Insurer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF INSURER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INSURER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

3. In the Contract on page 4 and in Section 4-17, Survival, the term "Confidentiality" shall be replaced with "Confidentiality and Public Records".
4. Pursuant to section 20.055(5), Florida Statutes, Insurer and any of its Subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
5. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions. Except as otherwise expressly set forth in herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment 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. 5, the terms of this Amendment No. 5 shall govern.
6. This Amendment No. 5 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. 5 to be executed by their undersigned officials as duly authorized.

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

  
NAME:  
TITLE: *Senior VP and General Counsel*  
DATE SIGNED: *May 17, 2019*

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me before this 17 day of May 2019,  
by Carlos Lacasa, as SVP & GC on behalf of Managed Care of North  
America, Inc. d/b/a MCNA Dental Plans. He/She is personally known to me or has produced \_\_\_\_  
\_\_\_\_ as identification.

Stephanie Uhlar

Signature

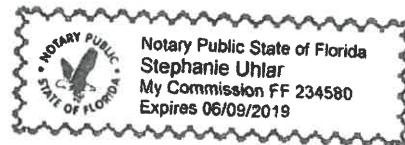
Notary Public – State of Florida

Stephanie Uhlar

Print, Type or Stamp Name of Notary Public

6.9.2019

My Commission Expires



FOR  
FLORIDA HEALTHY KIDS CORPORATION:

Jeff Dykes  
NAME: ~~Rebecca Matthews~~ Jeff DYKES  
TITLE: Chief Executive Officer  
DATE SIGNED: 6-21-19

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me before this 21<sup>st</sup> day of June  
2019, 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.

Laura M Kreps  
Signature

Notary Public – State of Florida

Laura M Kreps  
Print, Type or Stamp Name of Notary Public



6/20/20  
My Commission Expires