

**AMENDMENT NO. 6 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. 6 ("Amendment"), entered into between the Florida Healthy Kids Corporation ("FHKC") and Managed Care of North America, Inc. D/B/A MCNA Dental Plans ("INSURER") (collectively referred to as the "Parties") amends the Dental Services Contract 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 additional revisions to the Contract; 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, 2020 through March 31, 2021 shall be as follows:

COUNTY	PER MEMBER PER MONTH
Statewide	\$14.61

2. Section 3-21-1 of the Contract is hereby revised replacing the entirety of the language therein, and substituting as follows:

A. Medical Loss Ratio

The minimum medical loss ratio (MLR) for both the Title XXI subsidized program and the non-subsidized ("Full Pay") program shall be eighty-five (85%) percent. The term "medical" as used in this section means "dental."

The MLR calculations shall include rebates, discounts or other adjustments to the medical costs received by the INSURER. The MLR shall be calculated in accordance with 42 CFR 438.8.

INSURER shall also identify in its annual submission all medical expense payments to affiliated and related companies and explain any such affiliations.

FHKC may issue guidelines or direction to INSURER regarding those medical expenses that are to be included in the MLR, which may include federal and state requirements.

If such direction or guidelines are to be applied by INSURER, FHKC shall notify INSURER in writing.

B. Maximum Administrative Component

The maximum administrative cost for both the Title XXI and Full Pay programs shall not exceed fifteen (15%) percent. INSURER shall identify the components and subcomponents that are included in its administrative cost. FHKC may issue guidelines or direction to INSURER regarding the expenses that are to be included in the administrative cost, which may include federal and state requirements. If such direction or guidelines are to be applied by INSURER, FHKC shall notify INSURER in writing.

C. MLR Rebate

In the event INSURER achieves an MLR less than eighty-five percent (85%) for a Contract Year, INSURER shall return to FHKC one hundred percent (100%) of the difference between the MLR achieved and the minimum MLR of eighty-five percent (85%). INSURER's MLR rebate shall include both INSURER's Title XXI Enrollees and INSURER's Full Pay Enrollees; however, INSURER shall report the portion of the rebate attributable to the Title XXI Enrollees and the Full Pay Enrollees based on the respective proportion of Enrollee member months for the Contract Year. The rebate is due to FHKC within fifteen (15) calendar days of notice to INSURER that FHKC has accepted the annual experience adjustment report. This provision is effective for each Contract Year beginning July 1, 2019, and includes any Contract Year fewer than twelve (12) months in length.

3. Section 3-21-2 of the Contract is hereby revised by deleting the first paragraph and substituting the following language:

INSURER must submit to FHKC an annual experience adjustment report within six (6) months following the end of each Contract Year or by the date specified by FHKC. INSURER is subject to audit or verification by FHKC, or its designated agents, and shall maintain all records necessary to conduct such examinations.

4. Section 3-21-3 of the Contract is hereby revised by deleting the language following the second paragraph and substituting the following language:

The quarterly report is due by the dates specified by FHKC. If the reporting deadline falls on a holiday or weekend, the report is due on the next business day.

5. Section 3-22 of the Contract is hereby revised by deleting the paragraph before section 3-22-1 and substituting the following language:

INSURER shall provide an actuarial memorandum to FHKC supporting any premium rate adjustment requested under this section for the upcoming Contract Year, or other period of time specified by FHKC, prior to any adjustment taking effect. FHKC, at its sole

discretion, may waive INSURER's requirement to provide an actuarial memorandum. FHKC may enter into, and initiate, premium rate adjustment negotiations prior to submission of any such request to committee(s) or the Board of Directors. FHKC maintains the right to deny a rate adjustment request, require INSURER to decrease rates, or require INSURER to hold rates flat, based on the data provided and FHKC's analysis. INSURER must respond to FHKC's requests for additional or clarifying information during the rate adjustment process.

Proposed premium rates shall:

- a. Be consistent with actuarially sound principles as required by 42 CFR 457.1203;
- b. Not be excessive nor inadequate in accordance with the applicable requirements of Chapter 409, Florida Statutes; and
- c. Be designed to reasonably achieve a medical loss ratio (MLR) standard for the Contract Year that is at least equal to eighty-five percent (85%) and provide for maximum administrative costs of fifteen percent (15%) in accordance with 42 CFR 457.1203, section 624.91, Florida Statutes, and section 3-21-1 of this Contract.

6. Section 3-22 of the Contract is hereby revised to add a new subsection 3-22-5 below:

3-22-5 Quarterly Premium Rate Adjustments

INSURER may submit quarterly premium rate adjustment requests during a Contract extension term, as allowed or required by FHKC. In the quarterly premium rate adjustment requests, INSURER may request to reduce premium rates, make no changes to the premium rates, or increase premium rates. In the event INSURER is requesting to make no changes to the premium rate, FHKC may allow INSURER to submit such request by email notification. Quarterly premium rate adjustment requests shall be provided to FHKC by the date required by FHKC.

INSURER shall provide any supporting information required by FHKC with the premium rate adjustment request as well as any requests for additional information following FHKC's receipt of the quarterly premium rate adjustment request.

7. Section 4-9 of the Contract is hereby revised by deleting the first paragraph following item 2 and substituting the following language:

This Contract terminates on March 31, 2021. FHKC may renew or extend the Contract when it is in its best interests to do so.

8. 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.

9. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
10. In the event of any conflict between the Contract and this Amendment, the terms of this Amendment shall govern.
11. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same document.
12. Except as otherwise set forth herein, this Amendment shall become effective the date on which all Parties have signed this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed by their undersigned officials as duly authorized.

**FOR
FLORIDA HEALTHY KIDS CORPORATION:**

Signed: 

Name: Ryan West

Title: Chief Executive Officer

Date: 7/14/2020

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

Signed: 

Name: Carlos Linares

Title: Sr. VP and General Counsel

Date: July 14, 2020