

JOINT ENTERPRISE AGREEMENT

This JOINT ENTERPRISE AGREEMENT (the “**Agreement**”) is entered into by and among WellCare Prescription Insurance, Inc., a Florida corporation (“**WPI**”) and WellCare Health Insurance of Illinois, Inc., an Illinois corporation (“**WHIIL**”). WPI and WHIIL are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is made and entered into on July 18, 2008 to be effective January 1, 2009, subject to any necessary regulatory approvals (the “**Effective Date**”).

RECITALS

A. WellCare Health Plans, Inc., through its subsidiaries, offers Medicare Prescription Drug Plan coverage in all 50 states and the District of Columbia (the “**WellCare Service Area**”);

B. WPI holds licenses or certificates of authority issued by the following state departments of insurance: Alaska, Arizona, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington D.C., West Virginia, Washington, Wisconsin and Wyoming (the “**WPI Service Area**”).

C. WHIIL holds licenses or certificates of authority issued by, among other states, the following state departments of insurance: Alabama, Arkansas, California, Colorado, Connecticut, Minnesota, Montana and Rhode Island (the “**WHIIL Service Area**”).

D. The Parties desire to enter into this Agreement to provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as outlined above, within the WellCare Service Area.

E. The Parties agree that all obligations to the Centers for Medicare & Medicaid Services (“**CMS**”) as a Medicare Part D Prescription Drug Plan (the “**Benefit Program**”) sponsor will be the full responsibility of both Parties, as set forth in the terms and conditions of this Agreement; provided, however, that joint and several liability will not attach to the Parties as specified in Article IV, Section 1.

AGREEMENT

In consideration of the foregoing, the mutual covenants and agreements contained herein, the sufficiency of which is herein acknowledged, the Parties agree as follows:

ARTICLE I RIGHTS AND OBLIGATIONS

1. Centers for Medicare & Medicaid Services. The Parties agree to individually and jointly fulfill all Benefit Program requirements as set forth in applicable federal law, rule or regulation; provided, however, that joint and several liability will not attach to the Parties as specified in Article IV, Section 1. The Parties further agree to fulfill all contractual obligations as set forth in this Agreement and the contract among CMS and the Parties governing the administration of the Medicare Part D Drug Benefit for the WellCare Service Area (the “**Contract**”). This Agreement shall be attached as Attachment A to the Contract and is hereby incorporated by reference as if set forth fully therein.

2. Formulary. The Parties agree to create and maintain a formulary to support Benefit Program requirements within the WellCare Service Area. Both Parties agree that the formulary shall be filed annually with CMS for approval. The CMS-approved formulary will be created to include all required medications. The formulary will include medications with different strengths and doses including a broad selection of generic drugs available for the beneficiaries.

3. Licensure. The Parties are licensed as insurers in the states outlined in the recitals hereto. Both Parties agree to take all actions necessary to maintain all applicable licensure and reporting requirements in their respective service areas, as outlined above, within the WellCare Service Area.

4. Service Area. The Parties agree to jointly offer the Benefit Program as required under the Contract in the WellCare Service Area. The Parties further agree to take all actions necessary to maintain their respective service areas, as outlined above, within the WellCare Service Area.

5. Customer Service and Enrollment. The Parties agree to create and maintain appropriate systems to administer customer support and enrollment within the WellCare Service Area in accordance with the Contract and CMS and Benefit Program requirements. These systems will also include staffing and systems to provide customer service to beneficiaries including enrollment assistance, toll-free customer service and education on the Part D benefit.

6. Marketing. The Parties shall be responsible for marketing activities within their respective service areas, as outlined above, within the WellCare Service Area. These outreach activities and materials (cleared by CMS) shall be consistent with CMS standards for completeness, appropriateness and understandability. In addition, the Parties agree that marketing efforts shall be coordinated to ensure consistency throughout the WellCare Service Area. The Parties shall perform such activities in accordance with the Contract and Benefit Program requirements as well as all applicable state and federal laws rules or regulations.

7. Benefit Administration. The Parties agree to administer the Benefit Program using appropriate deductibles and co-payments, managing the Benefit Program utilizing appropriate pharmacy benefit managerial tools and operating effective oversight of the Benefit

Program. The Parties further agree to administer the Benefit Program in accordance with applicable requirements, state and federal law.

8. Claims Processing and Administration. The Parties agree to either directly, or through a contracted pharmacy benefits manager, process and administer claims at the point of sale for the retail network pharmacies and the beneficiaries in accordance with Benefit Program requirements and any applicable state or federal law.

9. Reporting. The Parties agree to prepare and deliver to each other and to CMS any and all reports or data necessary to meet all reporting requirements of the Benefit Program and to ensure appropriate oversight by the Parties of all contractual obligations.

10. Records Maintenance. The Parties warrant that they will prepare and maintain all medical and other records required by law. The Parties acknowledge and agree that the Department of Health and Human Services (“DHHS”), the Comptroller General, or their designee may evaluate, through inspection or other means: (a) the quality, appropriateness and timeliness of services furnished to Medicare Part D beneficiaries; and (b) the retail pharmacies. The Parties further agree that DHHS, the Comptroller General, or their designees may audit, evaluate, or inspect any books, contracts, medical records and patient care documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities and determination of amounts payable under the Contract, or as the Secretary of DHHS may deem necessary to enforce the Contract. The Parties further agree that DHHS, the Comptroller General, or their designee’s right to inspect, evaluate and audit extends through ten (10) years from the termination or expiration of the Contract or completion of any audit, whichever is later.

11. Retail Pharmacy Network. The Parties agree to offer a comprehensive network of retail pharmacies which shall provide access, in accordance with Benefit Program requirements, to Medicare Part D beneficiaries.

12. Information Systems. The Parties shall maintain a computerized information system (the “**Information System**”) necessary to carry out their responsibilities under this Agreement. These functions shall include, but not be limited to: enrollment functionality, the ability to provide claims-based data, acceptance of CMS payments, tracking methodology for out-of-pocket costs, coordination of benefits with secondary insurers, and the support of e-prescribing. The Parties agree that each shall be separately responsible for continuing to update the applicable Information System and adapting it to any changes that occur in the business of the Parties, including any changes resulting from a change in state or Federal laws or regulations.

13. Quality Improvement. Each Party shall be responsible for the quality of services rendered to Medicare Part D beneficiaries pursuant to the Contract. The quality of services rendered shall be monitored under the Quality Improvement Program applicable to the particular Benefit Program. In the event that the standard or quality of care furnished by a retail pharmacy network provider is found to be unacceptable under any Quality Improvement Program, a Party shall give written notice to the contracted provider to correct the specified deficiencies within the time period specified in the notice.

14. Drug Utilization Review. The Parties agree to maintain and participate in the Drug Utilization Management Program. This program shall be administered in accordance with applicable Benefit Program requirements and shall include medication therapy management programs.

15. Grievance and Appeals. The Parties agree to comply with CMS's procedures for member grievances, coverage determinations, organization determinations and member appeals as set forth in the Contract and Benefit Program requirements.

16. Privacy and Confidentiality. The Parties agree to hold all confidential or proprietary information or trade secrets of each other in trust and confidence and agree that such information shall be used only for the purposes contemplated herein, and not for any other purpose. Specifically, the Parties agree to keep strictly confidential all compensation rates set forth in this Agreement, except that this provision does not preclude disclosure of the method of compensation in accordance with Benefit Program requirements. In addition, the Parties acknowledge and agree to administer all elements of the Benefit Program in accordance with federal and state privacy requirements including, but not limited to, HIPAA as amended from time to time.

17. Financial Solvency. In order to ensure the financial solvency of each of the Parties, the Parties agree to provide to each other the following information for review as required or upon reasonable request:

(a) Audited Financial Statements. A true copy of their annual financial statement(s) prepared on a statutory basis, audited by an independent certified public accountant, together with a copy of any management letter prepared by such accountants, by the first day of June each year, as well as access to bank reconciliation statements and/or bank investment account statements.

(b) Notice of Reserve Deficiency. In the case of a Party that is required to maintain any financial reserve requirement(s) by the regulatory agency having jurisdiction over its operations within any state of licensure, notice in the event of any failure of such Party to comply with any financial reserve requirement, and a copy of the regulatory agency's written notice to such Party of such agency's determination, assertion, allegation or contention that the Party is not in compliance with any financial reserve requirement, notwithstanding that the Party may dispute, disagree with, or otherwise question such determination, assertion, allegation or contention of the agency.

18. Compliance with Laws, Rules and Regulations. The Parties agree to comply with: (a) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 C.F.R. part 84; (b) The Age Discrimination Act of 1975 as implemented by regulations at 45 C.F.R. part 91; (c) The Rehabilitation Act of 1973; (d) The Americans With Disabilities Act; and (e) all other applicable laws and rules, including, without limitation, all applicable Medicare rules and regulations and CMS instructions as amended from time to time. The Parties acknowledge that they receive federal funds and must comply with all laws, rules and regulations applicable to entities receiving federal funds.

ARTICLE II

TERM OF AGREEMENT; TERMINATION

1. Term of Agreement. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (subject to the receipt of any required regulatory approvals, including CMS, the State of Florida Department of Financial Services, Office of Insurance Regulation, and the Illinois Department of Insurance) and ending December 31, 2011, subject to earlier termination pursuant to Sections 2 or 3 below. This Agreement shall renew for additional terms consistent with the requirements of the Benefit Program unless any Party gives written notice of its intent to non-renew the Agreement at least ninety (90) days prior to the expiration of the initial term.

2. Termination of the Agreement. Any Party may terminate this Agreement upon not less than thirty (30) days' prior written notice to the other Party the event of (a) any other Party's violation of any applicable law, rule or regulations; (b) any other Party's loss, revocation or restriction of any required state or federal license or certificate of authority whether brought about by a regulatory agency or an administrative proceeding; or (c) any other Party's failure to comply with any Benefit Program requirements. If any Party determines that termination under this section is required, then before terminating the Agreement, the applicable Party shall provide written explanation to CMS of the reasons for termination and the plan to ensure full services will be provided to the entire WellCare Service Area.

3. Termination Due to Material Breach. In the event that any Party fails to cure a material breach of this Agreement within thirty (30) days of receipt of written notice to cure from another Party, a non-defaulting Party may terminate this Agreement, effective as of the expiration of said thirty (30) day period. If the breach is cured within such thirty (30) day period, or if the breach is one which cannot reasonably be corrected within thirty (30) days, and any defaulting Party makes substantial and diligent progress toward correction during such thirty (30) day period, this Agreement shall remain in full force and effect. Any Party may terminate this Agreement immediately by providing written notice to the other Party upon (a) the filing by or against a Party in a court of competent jurisdiction of a petition for bankruptcy, reorganization, dissolution, liquidation, or receivership; or (ii) the inability of a Party to pay its debts as they mature or an assignment of assets by a Party for the benefit of its creditors.

4. Effect of Termination. In the event that this Agreement terminates for any of the reasons set forth in Sections 2 or 3 above, the Parties agree that the remaining Party has an obligation to apply for any required state or federal license to enable the surviving entity to provide services for Benefit Program beneficiaries in the entire WellCare Service Area. In the event of a failure to meet all operational responsibilities by one Party, the other Party agrees to assume such operational responsibilities until such time as the other Party is able to assume these obligations in accordance with this Agreement. The Parties acknowledge and agree that in the event of any Party's insolvency or other cessation of operations, benefits to members under the Contract will continue through the period for which payment from CMS to the Parties has been paid or as may otherwise be required by the terms of the Benefit Program. Any modification, addition, or deletion to the provisions of this section shall be effective on a date no earlier than

fifteen (15) days after CMS has received written notice of such proposed change and has approved such change.

ARTICLE III COMPENSATION AND PAYMENT ALLOCATION

1. CMS Payments. The payments received from CMS pursuant to the Contract will be allocated between the Parties based upon the actual number of beneficiaries covered in each Party's respective service area within the WellCare Service Area. The Parties agree to designate a bank account into which all CMS payments will be deposited.

2. Risk Corridor Allocation. The risk corridor will be administered in accordance with the requirements of the Benefit Program. The Parties agree that the risk corridor payments will be allocated to each Party consistent with their financial results.

ARTICLE IV LIABILITY, WARRANTY AND INSURANCE

1. Liability. Each Party acknowledges that it shall be responsible for any loss, cost, damage, claim or other charge that arises out of or is caused by the actions of that Party or its employees or agents. No Party shall be liable for any loss, cost, damage, claim or other charge that arises out of or is caused by the actions of any other Party or its employees or agents. Joint and several liability will not attach to the Parties; no Party is responsible for the actions of any other Party, and each Party is only responsible for those tasks assigned to it and to which it agrees. The Parties agree that in no event will consequential or punitive damages be applicable or awarded with respect to any dispute that may arise between or among the Parties in connection with this Agreement.

2. Force Majeure. No Party shall be liable for the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; epidemic and riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the Parties. In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any Party be liable for any consequential or incidental damages from its performance or non-performance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.

3. Insurance. Each Party agrees to obtain and maintain appropriate liability and casualty insurance, or adequate levels of self-insurance, to insure against any liability caused by that Party's obligations under this Agreement.

ARTICLE V MISCELLANEOUS

1. Assignment By Parties. No Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Parties and/or CMS.
2. Binding on Successors and Assigns. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.
3. Entire Agreement; Amendments. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. All amendments or modifications shall be mutually agreed to in writing. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
4. Applicable Law. This Agreement shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other term or provision.
5. Captions and Heading. The captions and headings throughout this Agreement are for convenience of reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or to the scope or intent of this Agreement nor in any way affect the Agreement.
6. Notices. Any notices required to be given pursuant to the terms and provisions hereof shall be sent by certified mail, return receipt requested, postage prepaid, to:

WPI: WellCare Prescription Insurance, Inc.
8735 Henderson Road, Ren. 2
Tampa, Florida 33634
Attn: General Counsel

WHIIL: WellCare Health Insurance of Illinois, Inc.
8735 Henderson Road, Ren. 2
Tampa, Florida 33634
Attn: General Counsel

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

WellCare Prescription Insurance, Inc.

By: Kenneth

Name: Karen Mulroe

Title: Secretary

Date: July 18, 2008

WellCare Health Insurance of Illinois, Inc.

By: [Signature]

Name: Heath Schiesser

Title: President

Date: July 18, 2008

AMENDMENT TO JOINT ENTERPRISE AGREEMENT

THIS AMENDMENT (“**Amendment**”) is entered into as the 18th day of December, 2008 (the “**Effective Date**”) between WellCare Prescription Insurance, Inc., a Florida corporation (“**WPI**”) and WellCare Health Insurance of Illinois, Inc., an Illinois corporation (“**WHIL**”).

WHEREAS, WPI and WHIL previously entered into a Joint Enterprise Agreement dated July 18, 2008 (the “**Agreement**”), pursuant to which the Parties agreed to provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as outlined in the Agreement, within the WellCare Service Area;

WHEREAS, WPI and WHIL desire to amend the Agreement to exclude the State of California from the WHIL Service Area and to include it in the WPI Service Area;

NOW THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency of which are hereby acknowledged, WPI and WHIL agree as follows:

1. Recitals, Section B of the Agreement is amended to read as follows:

WPI holds licenses or certificates of authority issued by the following state departments of insurance: Alaska, Arizona, California, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington D.C., West Virginia, Washington, Wisconsin and Wyoming (the “**WPI Service Area**”).

2. Recitals, Section C of the Agreement is amended to read as follows:

WHIL holds licenses or certificates of authority issued by, among other states, the following state departments of insurance: Alabama, Arkansas, Colorado, Connecticut, Minnesota, Montana and Rhode Island (the “**WHIL Service Area**”).

3. Conflicts. The terms and conditions set forth in this Amendment will control in the event of any conflict with the terms and conditions set forth in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

WellCare Prescription Insurance, Inc.

By: Karen Mulroe
Name: Karen Mulroe
Title: Secretary
Date: 12/18/08

WellCare Health Insurance of Illinois, Inc.

By: Thomas L. Tran
Name: Thomas Tran
Title: CFO
Date: 12/18/08

AMENDMENT TO JOINT ENTERPRISE AGREEMENT

THIS AMENDMENT (“**Amendment**”) is entered into as the 24th day of January, 2012 (the “**Effective Date**”) between WellCare Prescription Insurance, Inc., a Florida corporation (“**WPI**”) and WellCare Health Insurance of Illinois, Inc., an Illinois corporation (“**WHIL**”).

WHEREAS, WPI and WHIL previously entered into a Joint Enterprise Agreement dated July 18, 2008, as amended (the “**Agreement**”), pursuant to which the Parties agreed to provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as outlined in the Agreement, within the WellCare Service Area;

WHEREAS, WPI and WHIL desire to amend the Agreement to exclude the State of Wisconsin from the WPI Service Area and to include it in the WHIL Service Area;

NOW THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency of which are hereby acknowledged, WPI and WHIL agree as follows:

1. Recitals, Section A of the Agreement is amended to read as follows:

WellCare Health Plans, Inc., through its subsidiaries, offers Medicare Prescription Drug Plan coverage in 49 states and the District of Columbia and is seeking to add the State of Wisconsin beginning January 1, 2013 (the “**WellCare Service Area**”);

2. Recitals, Section B of the Agreement is amended to read as follows:

WPI holds licenses or certificates of authority issued by, among others, the following state departments of insurance: Alaska, Arizona, California, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington D.C., West Virginia, Washington, and Wyoming (the “**WPI Service Area**”).

3. Recitals, Section C of the Agreement is amended to read as follows:

WHIL holds licenses or certificates of authority issued by, among others, the following state departments of insurance: Alabama, Arkansas, Colorado, Connecticut, Minnesota, Montana, Rhode Island and Wisconsin (the “**WHIL Service Area**”).

4. Conflicts. The terms and conditions set forth in this Amendment will control in the event of any conflict with the terms and conditions set forth in the Agreement.

Except as specifically amended hereby, the terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

WellCare Prescription Insurance, Inc.

By: 

Name: Maurice S. Hebert

Title: Chief Accounting Officer

Date: 1-24-2012

WellCare Health Insurance of Illinois, Inc.

By: 

Name: Thomas L. Tran

Title: Chief Financial Officer

Date: 1-24-2012



Illinois Department of Insurance

PAT QUINN
Governor

ROBERT E. WAGNER
Acting Director

January 24, 2012

Ms. Brooke Williams
Senior Legal Specialist
WellCare Health Insurance of Illinois, Inc.
8735 Henderson Road, Ren 2
PO Box 31386
Tampa, FL 33631-3386

RE: Form D Amendment to the Joint Enterprise Agreement

Dear Ms. Williams:

The Department has received and reviewed the Form D-1 submitted January 16, 2012. The filing is reporting an Amendment to the Joint Enterprise Agreement with WellCare Prescription Insurance, Inc.

Pursuant to Section 5/141.1 of the Illinois Insurance Code (215 ILCS 5/141.1) and Section 5/131.20a of the Illinois Insurance Code (215 ILCS 5/131.20a), the Amendment to the Joint Enterprise Agreement between WellCare Health Insurance of Illinois, Inc. and WellCare Prescription Insurance, Inc. has been accepted as filed.

If you have any questions or comments regarding this notice, please contact Doug Hollis, HMO Financial Analyst, at Doug.Hollis@illinois.gov or at (217) 782-0388.

Sincerely,

A handwritten signature in black ink that reads "Alesia Pierce".

Alesia Pierce
Supervisor
HMO Financial Analysis Unit

ALP: DH
Form D1 011712.doc



OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

January 23, 2012

SENT VIA EMAIL

Brooke Williams
WellCare Health Plans, Inc.
P.O. Box 31386
Tampa, FL 33631

RE: Amendment to Joint Enterprise Agreement between WellCare Prescription Insurance, Inc. and WellCare Health Insurance of Illinois, Inc.

Dear Ms. Williams:

The Office of Insurance Regulation acknowledges the receipt of the above mentioned amendment between WellCare Prescription Insurance, Inc. and WellCare Health Insurance of Illinois, Inc. The proposed amendment has been reviewed pursuant to Rule 69O-143.047, Florida Administrative Code, and no objections have been found. The documents have been filed accordingly. Please upload a copy of the executed agreement in File ID 141532.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Heather K. Davis
Reinsurance Financial Specialist

FINANCIAL SERVICES
COMMISSION

RICK SCOTT
GOVERNOR

JEFF ATWATER
CHIEF FINANCIAL OFFICER

PAM BONDI
ATTORNEY GENERAL

ADAM PUTNAM
COMMISSIONER OF
AGRICULTURE

...
HEATHER K. DAVIS • REINSURANCE FINANCIAL SPECIALIST • LIFE & HEALTH FINANCIAL OVERSIGHT
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0327 • (850) 413-5070 • FAX (850) 488-7061
HEATHER.DAVIS@FLOIR.COM

AMENDMENT TO JOINT ENTERPRISE AGREEMENT

THIS AMENDMENT (“**Amendment**”) is entered into as of the 8th day of April, 2016 (the “**Effective Date**”) between WellCare Prescription Insurance, Inc., a Florida corporation (“**WPI**”) and WellCare Health Insurance Company of Kentucky, Inc., a Kentucky corporation (“**WHICKY**”) (f/k/a WellCare Health Insurance of Illinois, Inc.) (collectively, the “**Parties**”).

WHEREAS, WPI and WHICKY entered into a Joint Enterprise Agreement dated July 18, 2008, amended December 18, 2008, and amended January 24, 2012 (the “**Agreement**”), pursuant to which the Parties agreed to provide services in their respective service areas to Medicare Part D beneficiaries under Medicare Prescription Drug Plan (PDP) Sponsor contract S5967;

WHEREAS, Sterling Life Insurance Company novated its PDP Sponsor contract (S4802) to WPI effective April 1, 2015;

WHEREAS, the Parties desire to amend the Agreement to include S4802 as the second PDP Sponsor contract subject to the Agreement and jointly administered by WPI and WHICKY;

NOW THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency of which are hereby acknowledged, WPI and WHICKY agree as follows:

1. All references to “WellCare Health Insurance of Illinois, Inc.” and “WHIIL” are hereby amended to be references to “WellCare Health Insurance Company of Kentucky, Inc.” and “WHICKY”, respectively.
2. PDP Sponsor contract S4802 is hereby added to the Agreement and each of WPI and WHICKY will provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as defined in the Agreement.
3. The Agreement shall be canceled upon issuance of an order by the Florida Office of Insurance Regulation pursuant to FL Statutes § 641.234 (3).
4. Intercompany balances shall be settled within forty-five (45) calendar days after the end of each calendar month (where possible) and in no event more than sixty (60) calendar days after the end of each calendar quarter.
5. Conflicts. The terms and conditions set forth in this Amendment will control in the event of any conflict with the terms and conditions set forth in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

WellCare Prescription Insurance, Inc.

By: 

Name: Michael Troy Meyer

Title: Director, CFO, VP, Treasurer, Corporate Controller

Date: 5.20.16

WellCare Health Insurance Company of Kentucky, Inc.

By: 

Name: Phillip Bisesi

Title: VP, Assistant Secretary

Date: 5.20.2016

AMENDMENT TO JOINT ENTERPRISE AGREEMENT

THIS AMENDMENT (“Amendment”) is entered into as of the 30th day of November, 2018 (the “**Effective Date**”) between WellCare Prescription Insurance, Inc., a Florida corporation (“**WPI**”) and WellCare Health Insurance Company of Kentucky, Inc., a Kentucky corporation (“**WHICKY**”) (f/k/a WellCare Health Insurance of Illinois, Inc.) (collectively, the “**Parties**”).

WHEREAS, WPI and WHICKY entered into a Joint Enterprise Agreement dated July 18, 2008, as amended on December 18, 2008, January 24, 2012, and April 8, 2016 (the “**Agreement**”), pursuant to which the Parties agreed to provide services in their respective service areas to Medicare Part D beneficiaries under Medicare Prescription Drug Plan (PDP) Sponsor contract S4802;

WHEREAS, First Health Life & Health Insurance Company will novate its PDP Sponsor contract (S5768) to WPI effective as of 11:59 p.m. on December 31, 2018 pursuant to a novation agreement, dated November 29, 2018, by and among WPI, First Health Life & Health Insurance Company and the Centers for Medicare & Medicaid Services;

WHEREAS, Aetna Life Insurance Company novated its PDP Sponsor contract (S5810) to WPI effective as of 11:59 p.m. on December 31, 2018 pursuant to a novation agreement, dated November 29, 2018, by and among WPI, Aetna Life Insurance Company and the Centers for Medicare & Medicaid Services;

WHEREAS, the Parties desire to amend the Agreement to include S5768 and S5810 as PDP sponsor contracts subject to the Agreement and jointly administered by WPI and WHICKY;

NOW THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency of which are hereby acknowledged, WPI and WHICKY agree as follows:

1. PDP Sponsor contract S5768 is hereby added to the Agreement and each of WPI and WHICKY will provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as defined in the Agreement.
2. PDP Sponsor contract S5810 is hereby added to the Agreement and each of WPI and WHICKY will provide Medicare prescription drug plan services to Medicare Part D beneficiaries in their respective service areas, as defined in the Agreement.
3. The Agreement shall be canceled upon issuance of an order by the Florida Office of Insurance Regulation pursuant to FL Statutes § 641.234 (3).
4. Intercompany balances shall be settled within forty-five (45) calendar days after the end of each calendar month (where possible) and in no event more than sixty (60) calendar days after the end of each calendar quarter.

5. Article III of the Agreement is hereby amended to add Section 3 below:

“3. Reinsurance. Any indemnity reinsurance arrangement between First Health Life & Health Insurance Company or Aetna Life Insurance Company, as reinsurer, and a Party, as a ceding company, will be allocated between the Parties based upon the actual number of beneficiaries reinsured and covered in each Party’s respective service area within the WellCare Service Area.”

6. Conflicts. The terms and conditions set forth in this Amendment will control in the event of any conflict with the terms and conditions set forth in the Agreement. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

WellCare Prescription Insurance, Inc.

By: 

Name: Michael W. Haber

Title: Vice President & Secretary

Date: 1/30/19

WellCare Health Insurance Company of Kentucky, Inc.

By: 

Name: Tammy L. Meyer

Title: Vice President & Assistant Secretary

Date: 1/20/19



Matthew G. Bevin
Governor

PUBLIC PROTECTION CABINET
Department of Insurance
P.O. Box 517
Frankfort, Kentucky 40602-0517
1-800-595-6053
<http://insurance.kv.gov>

K. Gail Russell
Acting Secretary

Nancy G. Atkins
Commissioner

January 17, 2019

WellCare Health Insurance Company of Kentucky, Inc.
Attention: Ms. Kumarie S. Jagarnain
P.O. Box 31386
8735 Henderson Road
Tampa, FL 33634

RE: Form D Amended Joint Enterprise Agreement with WPI

Dear Ms. Jagarnain:

We are in receipt of the Form D Filing, which requested approval for an amendment to Joint Enterprise Agreement with WellCare Health Insurance Company of Kentucky, Inc. and WellCare Prescription Insurance, Inc. Under this agreement, WellCare Health Insurance Company of Kentucky, Inc. will be administering WPI's Medicare PDP business in the states WPI is not licensed in such as Alabama, Arkansas, Colorado, Connecticut, Minnesota, Montana and Rhode Island.

Pursuant to KRS 304.37-030, the Kentucky Department of Insurance approves this Form D filing. Please file the executed copies of this agreement with the Department when available.

Feel Free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandra Batts", followed by a long horizontal line.

Ms. Sandra Batts,
Director
Financial Standards & Examination Division



OFFICE OF INSURANCE REGULATION

DAVID ALTMAYER
COMMISSIONER

**FINANCIAL SERVICES
COMMISSION**

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

NICOLE "NIKKI" FRIED
COMMISSIONER OF
AGRICULTURE

Monday, January 28, 2019

Sent Via Electronic Mail to rachelle.sico@wellcare.com

Rachelle Sico,
Corporate Counsel
WellCare Prescription Insurance, Inc.
8735 Henderson Road
Tampa, FL 33634

RE: WellCare Prescription Insurance, Inc ("WPI")
Amendment to the Joint Enterprise Agreement ("JEA")

Dear Ms. Sico:

Thank you for your submission, on behalf of WPI to the Florida Office of Insurance Regulation ("Office") that was sent to the Office on December 14, 2018 via REFs filing ID # 255013. The Office understands WPI's filing is for an amendment to its JEA with its affiliate WellCare Health Insurance Company of Kentucky, Inc.

The amendment was reviewed pursuant to Section 628.801, Florida Statutes and Rule 690-143.047, Florida Administrative Code. Please submit a copy of the executed amendment to REFS Filing ID # 255013 within ten business days of execution.

If you have any questions, please do not hesitate to contact me directly at the number below.

Sincerely,

Blake Sandler
Reinsurance Financial Specialist

CC: Champa Burns, Financial Administrator
David Roberts, Financial Examiner/Analyst Supervisor
Kumarie S. Jagnarain, Manager, Insurance Regulatory Filings

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