

**AMENDMENT NUMBER TWO  
TO THE CONTRACT BETWEEN  
THE STATE OF MISSISSIPPI  
DIVISION OF MEDICAID  
OFFICE OF THE GOVERNOR  
AND  
A CARE COORDINATION ORGANIZATION (CCO)**

**(Magnolia Health, Inc. – Extension of Term through end of FY18)**

**THIS AMENDMENT NUMBER TWO** modifies, revises, and amends the Contract entered into by and between the **Division of Medicaid in the Office of the Governor**, an administrative agency of the **State of Mississippi** (hereinafter “DOM”), and **Magnolia Health, Inc.** (hereinafter “CCO”).

**WHEREAS**, DOM is charged with the administration of the **Child Health Plan** for the Children’s Health Insurance Program (CHIP) in accordance with the requirements of Title XXI of the Social Security Act of 1935, as amended, (the "Act") and Miss. Code Ann. § 41-86-1, *et. seq.*, and §43-13-101 *et. seq.* (1972, as amended);

**WHEREAS**, Contractor is an entity eligible to enter into a full risk capitated contract in accordance with Section 1903(m) of the Act and is engaged in the business of providing prepaid comprehensive health care services as defined in 42 C.F.R. § 438.2. Contractor is licensed appropriately as defined by the Department of Insurance of the State of Mississippi pursuant to Miss. Code Ann. §83-41-305 (1972, as amended);

**WHEREAS**, DOM desires to contract with a Coordinated Care Organization (CCO) to obtain services for the benefit of a separate child health program in accordance with Section 2101(a)(1) and 42 C.F.R. § 457.70 and Contractor has provided to DOM continuing proof of Contractor's financial responsibility, including adequate protection against the risk of Insolvency, and its capability to provide quality services efficiently, effectively, and economically during the term of this Contract, upon which DOM relies in entering into this Contract Amendment Two;

**WHEREAS**, pursuant to Section 1.B of the Contract, no modification or change to any provision of the Contract shall be made unless it is mutually agreed upon in writing by both parties and is signed by a duly authorized representative of the CCO and DOM as an amendment to the Contract; however, such amendment shall not be effective unless and until the Centers for Medicare & Medicaid Services (“CMS”) approves of the change; and,

**WHEREAS**, the parties have previously modified the Contract in Amendment #1.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises contained herein, DOM and CCO agree to amend the Contract as follows:

I. Section 1.A, TERM, of the Contract is hereby amended to read as follows:

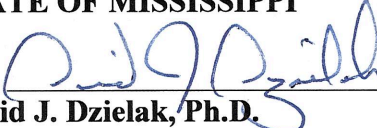
The Contract period begins July 1, 2015, and shall terminate on June 30, 2018, unless this Contract is terminated pursuant to Section 15, Non-Compliance and Termination. DOM has under the same terms and conditions as the existing Contract, an option for one (1) one-year extension.

II. All other terms and conditions shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Amendment Number Two by their duly authorized representatives.

**FOR DOM:**

**DIVISION OF MEDICAID  
OFFICE OF THE GOVERNOR  
STATE OF MISSISSIPPI**

BY:   
David J. Dzielak, Ph.D.  
EXECUTIVE DIRECTOR

DATE: 6/19/17

**FOR CONTRACTOR:**

**MAGNOLIA HEALTH PLAN, INC.**

BY: 

**Aaron Sisk, J.D.**  
**PRESIDENT & CHIEF EXECUTIVE OFFICER**

DATE: 6/29/17

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **David J. Dzielak**, in his official capacity as the duly appointed **Executive Director of the Division of Medicaid in the Office of the Governor**, an administrative agency of the **State of Mississippi**, who acknowledged to me, being first duly authorized by said agency that he signed and delivered the above and foregoing written **Amendment Number Two** for and on behalf of said agency and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 19<sup>th</sup> day of June, 2017.



NOTARY PUBLIC  
*Jane S. Turbeville*

STATE OF Mississippi  
COUNTY OF Hinds

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Aaron Sisk**, in his respective capacity as the **President and Chief Executive Officer of Magnolia Health Plan, Inc.**, a corporation authorized to do business in Mississippi, who acknowledged to me, being first duly authorized by said corporation that he signed and delivered the above and foregoing written **Amendment Number Two** for and on behalf of said corporation and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 29<sup>th</sup> day of JUNE, 2017.



NOTARY PUBLIC  
*A. L. Welch*