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

**(Magnolia Health Plan, Inc.)**

**THIS AMENDMENT NUMBER NINE** 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" or "Division"), and **Magnolia Health Plan, Inc.** (hereinafter "CCO" or "Contractor").

**WHEREAS**, DOM is charged with the administration of the Mississippi State Plan for Medical Assistance in accordance with the requirements of Title XIX of the Social Security Act of 1935, as amended, and Miss. Code Ann. § 43-13-101, *et seq.*, (1972, as amended);

**WHEREAS**, CCO is an entity eligible to enter into a comprehensive risk contract in accordance with Section 1903(m) of the Social Security Act and 42 CFR § 438.6 (b) and is engaged in the business of providing prepaid comprehensive health care services as defined in 42 CFR § 438.2. The CCO 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 contracted with the CCO to obtain services for the benefit of certain Medicaid beneficiaries;

**WHEREAS**, pursuant to Section 17.M.1 and 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, and such amendments shall be effective upon execution and approval;

**WHEREAS,** the parties have previously modified the Contract in Amendments #1, #2, #3, #4, #5, #6, #7, and #8.

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

I. The third paragraph of Section 1.B is amended to read as follows:

**B. Definitions and Construction**

This Contract between the State of Mississippi and the Contractor consists of this 1) Amendment #9; 2) Amendment #8; 3) Amendment #7; 4) Amendment #6; 5) Amendment #5; 6) Amendment #4; 7) Amendment #3; 8) Amendment #2; 9) Amendment #1; 10) the original Agreement; 11) the MississippiCAN Program RFP and any amendments thereto; 12) the Contractor's Proposal submitted in response to the RFP by reference and as an integral part of this Contract; 13) written questions and answers. In the

event of a conflict in language among the thirteen (13) documents referenced above, the provisions and requirements set forth and/or referenced in the Contract and its amendments shall govern. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first reference to this Amendment #9, and, if still unresolved, by reference to Amendment #8 and, if still unresolved, by reference to Amendment #7 and, if still unresolved, by reference to Amendment #6 and, if still unresolved, by reference to Amendment #5 and, if still unresolved, by reference to Amendment #4 and, if still unresolved, by reference to Amendment #3 and, if still unresolved, by reference to Amendment #2 and, if still unresolved, by reference to Amendment #1, and if still unresolved, by reference to the original Agreement. After the Contract and any amendments thereto, the order of priority shall be as follows: the RFP Bidder Questions and Answers, the Contractor's Proposal and its attachments, and the RFP. In the event that an issue is addressed in one (1) document that is not addressed in another document, no conflict in language shall be deemed to occur. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

II. Section 5.E is amended to read as follows:

**E. Behavioral Health/Substance Use Disorder**

The Contractor shall provide Behavioral Health/Substance Use Disorder Services to Members in the MississippiCAN Program in accordance with 42 C.F.R. § 438.3 and the Mental Health Parity and Addiction Equity Act (MHPAEA). The Contractor shall comply with all requirements related to Care Management, access and availability with respect to Behavioral Health/Substance Use Disorder Services. All Behavioral Health/Substance Use Disorder Services covered by the Division for enrolled populations that are medically necessary must be covered. The Contractor's provision of Behavioral Health/Substance Use Disorder services shall fully comply with the requirements set forth in 42 C.F.R. §§ 438.900 through 438.930.

In addition to services provided to Members through MHPAEA and other State Plan services, the Contractor shall provide Behavioral Health/Substance Use Disorder Services to Members in the MississippiCAN Program in accordance with 42 C.F.R. § 438.3 and the Substance Use Disorder Prevention that Promotes Opioid Recovery and Treatment for Patients and Communities Act of 2018 (SUPPORT Act). The Contractor shall comply with all requirements related to the provisions of the SUPPORT Act, which include compliance with Drug Utilization Review (DUR) requirements, compliance with the implementation of an antipsychotic medication monitoring program for children, and fraud and abuse identification requirements related to the use of controlled substances in Medicaid.

Section 5052 of the SUPPORT Act amended the exclusion of institutions for mental disease (IMD), and established section 1915(l) of the Social Security Act (the Act) to include a state plan option to provide services to Medicaid beneficiaries age 21 through 64

who have at least one substance use disorder (SUD) diagnosis and reside in an eligible IMD from October 1, 2019 through September 30, 2023.

IMD services are presently not included in the Mississippi Medicaid State Plan, but as of July 1, 2019, are required coverage for the Contractor pursuant to Section 13.H Responsibility for Inpatient Services. In accordance with section 1903(m)(7) of the Act and 42 C.F.R. § 438.6(e), states may receive federal financial participation (FFP) for monthly capitation payments for beneficiaries age 21 through 64 receiving SUD treatment in an IMD for a short term stay of no more than 15 days during the period of the monthly capitation payment so long as criteria identified in the regulation are met. The IMD must be a hospital providing inpatient SUD treatment or a sub-acute facility providing SUD crisis residential services. The state must have determined that the IMD is a medically appropriate and cost effective substitute for the covered setting for providing SUD treatment under the State Plan. The enrollee must not be required by the managed care plan to use or reside in the IMD and must have a choice of settings for the SUD treatment. The IMD services for treatment of SUD must be authorized and identified in the managed care contract between the state and the managed care plan, and offered to enrollees at the option of the managed care plan. Coverage of the SUD treatment services in an IMD setting cannot be required by the Managed Care Organization, pre-paid Inpatient Health Plan, or pre-paid Ambulatory Health Plan.

All Contract requirements herein shall apply to the provision of Behavioral Health/Substance Use Disorder Services unless specified.

Division policy regarding Behavioral Health/Substance Use Disorder Services is referenced in the Mississippi Administrative Code, Title 23, Part 206, but other sections of the code may also reference Behavioral Health/Substance Use Disorder Services.

III. The first paragraph of Section 7.E is amended to read as follows:

**E. Provider Credentialing and Qualifications**

The Contractor must prepare, submit to the Division for approval, and follow a documented process for credentialing and recredentialing of Providers who have signed contracts or participation agreements with the Contractor, in accordance with 42 C.F.R. § 438.214 and Mississippi Department of Insurance Regulation 98-1. The Contractor shall maintain a Credentialing Committee and the Contractor's Medical Director shall have overall responsibility for the committee's activities. The Contractor must utilize a universal application, credentialing, and contracting process for MississippiCAN Providers as established or approved by the Division. The Contractor must conduct Provider credentialing simultaneously with Provider contracting to ensure timely processing.

IV. The third paragraph of Section 7.E is amended to read as follows:

**E. Provider Credentialing and Qualifications**

Unless otherwise approved by the Division, the Contractor shall use the most current version of the credentialing and recredentialing standards set forth by the National Committee for Quality Assurance (NCQA) and EQRO recommendations. The Contractor must ensure that delegated credentialing providers and vendors adhere to the same standards of this Contract.

V. The fifth paragraph of Section 7.E is amended to read as follows:

**E. Provider Credentialing and Qualifications**

In contracting with Providers, the Contractor will abide by all applicable Federal regulations, including 42 C.F.R. §§ 438.608(b).

VI. Section 13.A.5 is amended to read as follows:

**5. Refund and Recoupment**

The Division may request and obtain a refund of, or it may recoup from subsequent payments, any payment previously made to the Contractor for a Member who is determined to have been ineligible for Enrollment for any month. Upon notice by the Division of a Member who is ineligible, the Contractor may recoup from the Provider the amounts paid for services provided during the period of ineligibility.

When capitation payments are recouped for ineligible Member months, the Division will require the Contractor to recoup any payments from providers within one hundred twenty (120) calendar days of the capitation payment recoupment for the provider payments paid for dates of service during the ineligible Member months. Any recoupments not completed by the Contractor within the one hundred twenty (120) calendar days of the Division's capitation payment recoupment cannot be recouped by the Contractor from the provider.

When the Contractor recoups provider payment recoupments, the provider will be required to resubmit the recouped claim(s) to DOM for reimbursement when member is transitioned to Medicaid FFS; or the provider will be required to resubmit the recouped claim(s) to the appropriate payor, other than DOM, for reimbursement when member is transitioned from Contractor. Failure to resubmit the claim(s) to the Division by the provider within three hundred sixty-five (365) calendar days from the date of service or ninety (90) calendar days from the Contractor recoupment date will result in a denial.

VII. Section 13.A.9, CAPITATION RATES, is amended to read as follows:

Table 1, Capitation Rates, of this Contract includes the capitation rates per member per month (PMPM) varying by region and Rate Cell. Each Contractor will be paid based on the distribution of Members they have in each Rate Cell. The Non-Newborn SSI/Disabled, MA Adult, MA Children and Quasi-CHIP rate cells will be risk adjusted. These four Rate

Cells have a Risk Adjustment factor, calculated on a prospective basis using CDPS+RX, applied to each rate re-calculated based on each Contractor's actual risk scores. The Foster Care Rate Cell will also be risk adjusted on a concurrent basis using a members' eligibility for either state or federal financial assistance to assign a risk score.

The table below establishes the Coordinated Care Organization Capitation Rates per member per month (PMPM) for MississippiCAN (see Attachments A and B). These rates are effective for the following MississippiCAN Rate Cells: Non-Newborn SSI/Disabled; Foster Care; Breast and Cervical Cancer; SSI/Disabled Newborn; MA Adults; Pregnant Women; and Non-SSI Newborns. Additionally, Capitation Rates are included for MA Children and Quasi-CHIP Children, and Mississippi Youth Programs Around the Clock (MYPAC) rate cells.

These rates include MHAP FSA, including associated premium tax. Rates are prior to the application of a 1.00 percent Quality Withhold. These rates exclude MHAP QIPP, MAPS and HIF (as applicable).

**Capitation Rates (excluding Risk Scores)**
Effective July 1, 2020 – June 30, 2021

| Region | North | | | Central | | | South | | |
|---|---|---|---|---|---|---|---|---|---|
| Rate Cell | Rate | Risk Adj | Total Rate | Rate | Risk Adj | Total Rate | Rate | Risk Adj | Total Rate |
| **Original Population** | | | | | | | | | |
| Non-Newborn SSI-Disabled | $1,203.71 | | **$1,203.71** | $1,370.97 | | **$1,370.97** | $1,392.06 | | **$1,392.06** |
| Foster Care | $732.33 | | **$732.33** | $829.43 | | **$829.43** | $729.09 | | **$729.09** |
| Breast/Cervical Cancer | $3,843.60 | | **$3,843.60** | $4,161.52 | | **$4,161.52** | $4,476.35 | | **$4,476.35** |
| SSI-Disabled Newborn | $11,169.09 | | **$11,169.09** | $12,133.91 | | **$12,133.91** | $11,587.60 | | **$11,587.60** |
| | | | | | | | | | |
| **Expansion Population** | | | | | | | | | |
| MA Adults | $558.39 | | **$558.39** | $629.60 | | **$629.60** | $603.97 | | **$603.97** |
| Pregnant Women | $1,360.40 | | **$1,360.40** | $1,521.13 | | **$1,521.13** | $1,443.52 | | **$1,443.52** |
| Non-SSI Newborns 0-2 Months | $2,648.38 | | **$2,648.38** | $2,862.89 | | **$2,862.89** | $2,669.69 | | **$2,669.69** |
| Non-SSI Newborns 3-12 Months | $305.75 | | **$305.75** | $334.30 | | **$334.30** | $315.11 | | **$315.11** |
| | | | | | | | | | |
| MA Children | $223.59 | | **$223.59** | $243.20 | | **$243.20** | $229.11 | | **$229.11** |
| Quasi-CHIP | $221.98 | | **$221.98** | $238.84 | | **$238.84** | $226.91 | | **$226.91** |
| | | | | | | | | | |
| MYPAC | $4,159.36 | | **$4,159.36** | $4,526.03 | | **$4,526.03** | $4,330.84 | | **$4,330.84** |
| | | | | | | | | | |

*Capitation rates per October 29, 2020 actuarial report.

The Contractor is not allowed to affect the assignment of risk scores through any post-billing claims review process for the assignment of additional diagnosis codes. Diagnosis codes may only be recorded by the provider at the time of the creation of the medical record and may not be retroactively adjusted except to correct errors.

VIII. Section 13.A. – CAPITATION PAYMENTS is amended to add the following:

**10. Risk Corridor**

a. The Division will implement a risk corridor for the timeframe of April 1, 2020 through June 30, 2020 ("Q2 2020") to address the uncertainty of medical costs given the COVID-19 pandemic. The risk corridor was developed in accordance with generally accepted actuarial principles and practices.

The Contractor capitation rates reflect a target medical loss ratio (MLR) which measures the projected medical service costs as a percentage of the total capitation rates paid to the Contractor. The risk corridor would limit Contractor gains and losses if the actual MLR is different than the target MLR. The target MLR for at-risk services is 87.6% for MississippiCAN based on projected SFY 2020 enrollment distribution. The MLR definition will be consistent with Exhibit 5 of Attachment A to Amendment Number 6 to this Contract.

The following table summarizes the share of gains and losses relative to the target MLR for each party.

| **Mississippi Division of Medicaid Risk Corridor Parameters** | | |
|---|---|---|
| **MLR Claims Corridor** | **Contractor Share of Gain/Loss in Corridor** | **Division Share of Gain/Loss in Corridor** |
| Less than Target MLR -1.0% | 0% | 100% |
| Target MLR -1.0% to Target MLR +1.0% | 100% | 0% |
| Greater than Target MLR +1.0% | 0% | 100% |

The risk corridor will be implemented using the following provisions:

- Target MLR will be calculated for Contractor based on actual enrollment mix.
- The numerator of the Contractor's actual MLR will include all services incurred during the period of Q2 2020 with payments made to providers as defined in Exhibit C of this Contract, including fee-for-service payments, subcapitation payments, and settlement payments.
- Payments and revenue related to MHAP and MAPS will be excluded from the numerator and denominator of the Contractor's actual MLR.
- The 85% minimum MLR provision in Section 13.G of the Contract will apply after the risk corridor settlement calculation.

The initial risk corridor calculation will occur using the Q2 2020 values included in the MLR report submitted from the Contractor to the Division with six months of runout. A final calculation of payments or recoupments as a result of the risk

corridor will occur once the MLR audit has been completed, typically 12 to 18 months after the close of the state fiscal year.

b. The Division will implement a risk corridor for the timeframe of July 1, 2020 through June 30, 2021 ("SFY 2021") to address the uncertainty of medical costs given the COVID-19 pandemic. The risk corridor was developed in accordance with generally accepted actuarial principles and practices.

The Contractor capitation rates reflect a target medical loss ratio (MLR) which measures the projected medical service costs as a percentage of the total capitation rates paid to the Contractor. The risk corridor would limit Contractor gains and losses if the actual MLR is different than the target MLR. The target MLR for at-risk services will be based on projected SFY 2021 enrollment distribution. The MLR for the risk corridor calculation, as defined below, will vary from the Federal MLR definition in a number of ways, including exclusion of quality improvement expenditures. The timeframe for this risk corridor shall be the rate certification year of July 2020 through June 2021.

The following table summarizes the share of gains and losses relative to the target MLR for each party.

| **Mississippi Division of Medicaid Risk Corridor Parameters** | | |
|---|---|---|
| **MLR Claims Corridor** | **Contractor Share of Gain/Loss in Corridor** | **Division Share of Gain/Loss in Corridor** |
| Less than Target MLR -3.0% | 0% | 100% |
| Target MLR -3.0% to Target MLR +3.0% | 100% | 0% |
| Greater than Target MLR +3.0% | 0% | 100% |

The risk corridor will be implemented using the following provisions:

- Target MLR will be calculated for Contractor based on actual enrollment mix.
- The numerator of the Contractor's actual MLR will include all services incurred during the period of SFY2021 with payments made to providers as defined in Exhibit C of this Contract, including fee-for-service payments, subcapitation payments, and settlement payments.
- Payments and revenue related to MHAP and MAPS will be included in the numerator and denominator of the Contractor's actual MLR.
- The 85% minimum MLR provision in Section 13.G of the Contract will apply after the risk corridor settlement calculation.

The initial risk corridor calculation will occur after SFY2021 is closed. Runout for the calculation of payments for the calculation period shall be six months. An initial calculation will occur utilizing the six months of runout. A final calculation will occur once the MLR audit has been completed.

IX. Paragraph 17.N., COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA) is deleted and replaced, in its entirety, with the following:

**N. E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

X. The third paragraph of Section 17.Q., BRIBES, GRATUITIES AND KICKBACKS, is amended to read as follows:

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.*

XI. All other provisions of the Contract are unchanged and it is further the intent of the parties

that any inconsistent provisions not addressed by the above amendments are modified and interpreted to conform with this Amendment Number Nine.

**IN WITNESS WHEREOF,** the parties have executed this Amendment Number Nine by their duly authorized representatives as follows:

**Mississippi Division of Medicaid**

By: _____
Drew L. Snyder
Executive Director

Date: 12/17/2020

**Magnolia Health Plan, Inc.**

By: _____
Aaron Sisk
President & Chief Executive Officer

Date: 12/16/2020

**STATE OF MISSISSIPPI**
**COUNTY OF ~~HINDS~~** Madison

**THIS DAY** personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Drew L. Snyder**, 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 Nine** 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 17th day of December, 2020.

**NOTARY PUBLIC**

Shelby J Berryman

**My Commission Expires:**

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64864 SHELBY J. BERRYMAN Commission Expires Sept. 23, 2024 MADISON COUNTY

**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 she signed and delivered the above and foregoing written **Amendment Number Nine** 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 16th day of December, 2020.

**NOTARY PUBLIC**

Kelly M. LeBlanc

**My Commission Expires:**

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 33311 KELLY M. LeBLANC Commission Expires Oct. 29, 2023 RANKIN COUNTY