

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

**(Molina Healthcare of Mississippi, Inc. – Children’s Health Insurance Program)**

**THIS AMENDMENT NUMBER THREE** 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 **Molina Healthcare of Mississippi, 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 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 § 457.1201 and is engaged in the business of providing prepaid comprehensive health care services as defined in 42 CFR § 457.10. 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 a separate child health program in accordance with Section 2102(a)(1) and 42 C.F.R. § 457.70 and the CCO has provided to DOM continuing proof of the CCO’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 the Contract, upon which DOM relies in entering into this Amendment Number Three;

**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;

**WHEREAS**, the parties have previously modified the Contract in Amendments #1 and #2; and

**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. 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 CHIP Program in accordance with 42 C.F.R. § 438.3 and § 457.1201 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 CHIP 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 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.

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.

II. Section 12.A.4 is amended to read as follows:

#### **4. 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 any 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 payments, 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.

III. Section 12.A.9, CAPITATION RATES, is amended to read as follows:

**9. Capitation Rates**

The established Coordinated Care Organization capitation rate per member per month (PMPM) for Children's Health Insurance Program (CHIP) for the period from July 1, 2020 through June 30, 2021 is \$272.63. (See Attachments A and B).

IV. Section 12.A., CAPITATION PAYMENTS, is amended to add the following:

**10. Risk Corridor**

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

<b>Mississippi Division of Medicaid Risk Corridor Parameters</b>		
<b>MLR Claims Corridor</b>	<b>Contractor Share of Gain/Loss in Corridor</b>	<b>Division Share of Gain/Loss in Corridor</b>
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%

For purposes of the SFY 2021 risk corridor, a different definition of MLR will be used than the Federal MLR definition. The last column of Exhibit 4 of Attachment A illustrates the calculation of the target MLR for the Contractor.

The risk corridor will be implemented using the following provisions:

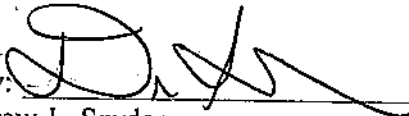
- The numerator of the Contractor's actual MLR will include all services incurred during the period of SFY 2021 with payments made to providers as defined in Exhibit D of this Contract, including fee-for-service payments, subcapitation payments, and settlement payments.
- The 85% minimum MLR provision in Section 12.E of the Contract will apply after the risk corridor settlement calculation.

The risk corridor settlement will occur after SFY 2021 is closed, using six months of runout. An initial calculation will occur, but the final calculation will occur once the MLR audit has been completed. MLR audits are usually completed 12 to 18 months after the close of SFY 2021.

- V. 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 Three.

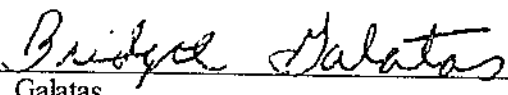
IN WITNESS WHEREOF, the parties have executed this Amendment Number Three by their duly authorized representatives as follows:

**Mississippi Division of Medicaid**

By:   
Drew L. Snyder  
Executive Director

Date: 12/14/2020

**Molina Healthcare of Mississippi, Inc.**

By:   
Bridget Galatas  
President & Chief Executive Officer

Date: 12/09/2020

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 Three** 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 14<sup>th</sup> day of December, 2020.

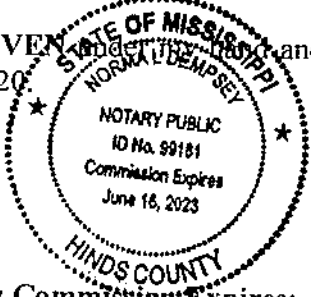
NOTARY PUBLIC  
*Shelby J Berryman*



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, **Bridget Galatas**, in her respective capacity as the **President and Chief Executive Officer of Molina Healthcare of Mississippi, 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 Three** 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 9<sup>th</sup> day of December, 2020.



My Commission Expires:  
June 16, 2023

NOTARY PUBLIC  
*Norma L Dempsey*