

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

(UnitedHealthcare of Mississippi, Inc. d/b/a UnitedHealthcare Community Plan)

THIS AMENDMENT NUMBER SEVEN 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 **UnitedHealthcare 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 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 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 Seven;

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, and such amendments shall be effective upon execution;

WHEREAS, this Amendment Number Seven, effective upon signature by both parties, exercises the first optional one-year renewal and clarifies the closeout procedures; and,

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

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 1. A, TERM, is amended to read as follows:

A. Term

The Contract period begins July 1, 2017 and shall terminate on June 30, 2021. The Division may have, under the same terms and conditions as the existing Contract, an option for an additional, one-year extension.

- II. Section 1. B, DEFINITIONS AND CONSTRUCTION, is amended to read as follows:

B. Definitions and Construction

References to numbered Sections refer to the designated Sections contained in this Contract. Titles of Sections used herein are for reference only and shall not be deemed a part of this Contract. The headings used throughout the Contract are for convenience only and shall not be resorted to for interpretation of the Contract.

In the event of a conflict between this Contract and the various documents incorporated into this Contract by reference, the terms of this Contract shall govern.

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

However, the Division reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict or ambiguity with the applicable requirements stated in the RFP or the Contractor's Proposal. In all other matters not affected by the written clarification, if any, the RFP and its amendments shall govern.

The Contract represents the entire agreement between the Contractor and the Division and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

The Division reserves the right to review the existing contract as needed to address contract and/or program vulnerabilities and discrepancies. No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and the Division. The agreed upon modification or change will be incorporated as a written Contract amendment and processed through the Division for approval prior to the effective date of such modification or change.

The only representatives authorized to modify this Contract on behalf of the Division and the Contractor is shown below:

Contractor: Plan President and Chief Executive Officer

Division of Medicaid: Executive Director

- III. Section 16. N, OBLIGATION UPON TERMINATION, is hereby amended to read as follows, and these obligations shall be followed upon termination or expiration of the Contract:

N. Obligations Upon Termination or Expiration of the Contract

Upon termination or expiration of this Contract, the Contractor shall be solely responsible for the provision and payment for all covered services for all Members for the remainder of any month for which the Division has paid the monthly Capitation Rate. The Contractor is solely responsible for the provision and payment for all covered services for all Members hospitalized upon termination or expiration of the Contract, until the Member is discharged. Upon expiration of the Contract or final notice of termination, the Contractor shall meet all Contract requirements including but not limited to the following:

1. Continue providing covered services to all Members until midnight (12:00 a.m.) on the last day of the calendar month for which a Capitation Rate payment has been made by the Division;
2. Continue providing all covered services to all infants of female Members who have not been discharged from the hospital following birth, until each infant is discharged;
3. Continue providing covered services to any Members who are hospitalized on the termination date, until each Member is discharged;
4. Continue to pay providers for all covered services rendered to Members until all claims for services rendered have been fully adjudicated in accordance with the

Contract including the provision to providers of any appeal and grievance rights for any adverse determinations.

5. Continue to maintain the staffing required under this Contract;
6. Arrange for the orderly and reasonable transfer of Members and any Medical Records to other appropriate Providers and/or Contractor as directed by the Division;
7. Supply to the Division such information as it may request respecting any unpaid claims submitted by Out-of-network Providers and arrange for the payment of such claims within the time periods provided herein;
8. Take such action as may be necessary, or as the Division may direct, for the protection of property related to this Contract, which is in the possession of the Contractor and in which the Division has or may acquire an interest;
9. Provide for the maintenance of all records for audit and inspection by the Division or its Agents, CMS, the Office of the Inspector General, Comptroller General, and other authorized government officials; the transfer of all data and records to the Division or its Agents as may be requested by the Division; and the preparation and delivery of any reports, forms, or other documents to the Division as may be required pursuant to this Contract or any applicable policies and procedures of the Division;
10. The Division shall require Contractor to submit a Turnover Plan detailing how Contractor will fulfill its continuing obligations under this Contract and identifying an individual as Contractor's transition coordinator. In addition, the Contractor shall complete each portion of the Turnover Phase as directed by the Division and shall comply with requests made by the Division that the Division deems necessary to carry out the transition;
11. Submit reports to the Division at least every thirty (30) days, or upon request, detailing Contractor's progress in completing its continuing obligations under this Contract until completion;
12. Submit any and all records and reports related to covered services rendered during the performance of services during the timeframe of this Contract, including those such as but not limited to, encounter data for as long as is required after the expiration or termination of this Contract; and,
13. All records provided to the Division by the Contractor shall be in a usable form and shall be provided at no expense to the Division, using a file format and dates for transfer specified by the Division.

The covenants set forth in this section shall survive the expiration or termination of this Contract and shall remain fully enforceable by the Division against the Contractor. In

the event that the Contractor fails to fulfill each covenant set forth in this section, the Division shall have the right, but not the obligation, to arrange for the provision of such services and the fulfillment of such covenants, all at the sole cost and expense of the Contractor and the Contractor shall refund to the Division all sums expended by the Division in so doing.

Additionally, if this Contract is terminated for any reason or expires and the Division has not approved a turnover plan sixty days before the termination or expiration date, the Division may withhold twenty (20) percent of the Contractor's payment for the last month of the Contract, until the Division has given written approval of the Contractor's turnover plan.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to the Division or its designated Contractor following the expiration or termination of this contract for any reason.

- IV. 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 Seven.

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

Mississippi Division of Medicaid

By: 

Drew L. Snyder
Executive Director

Date: June 12, 2020

UnitedHealthcare of Mississippi, Inc.

By: 

Jeff Wedin
President & Chief Executive Officer

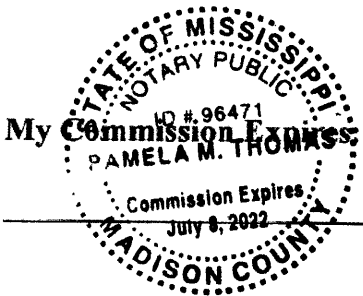
Date: June 10, 2020

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, **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 Seven** 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 12th day of June, 2020.



NOTARY PUBLIC

Pamela M. Thomas

STATE OF Mississippi
COUNTY OF Rankin

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Jeff Wedin**, in his respective capacity as the **President and Chief Executive Officer of UnitedHealthcare of Mississippi, 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 Seven** 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 10 day of June, 2020.

My Commission Expires:

May 29, 2023

NOTARY PUBLIC

Rachel M. Clark





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No.):
	E-MAIL ADDRESS:		
CN101631729-OLD-PL10M-20-22	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343	INSURER A : Old Republic Insurance Company		24147
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-009224173-03 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Managed Care Professional Liability/E&O			MWZZ315406 RETRO DATE: 1/1/77	05/01/2020	05/01/2022	Each Claim 10,000,000 Annual Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COVERAGE INCLUDES TECHNOLOGY AND INFORMATION ERRORS AND OMISSIONS

CERTIFICATE HOLDER UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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