

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

(Magnolia Health Plan, Inc. – State Fiscal Year 2020 Capitation Payment)

THIS AMENDMENT NUMBER FIVE 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 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 Five;

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 Five, effective upon signature by both parties, establishes the MississippiCAN capitation rates per member per month for the time period of July 1, 2019 through June 30, 2020.

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

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

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

Exhibit A, 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. In addition, Contractor Capitation Payments will vary based on their Members' county of residence. The Non-Newborn SSI/Disabled, MA Adult, MA Children and Quasi-CHIP rate cells will be risk adjusted and 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 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: SSI/Disabled; Foster Care; Breast and Cervical Cancer; SSI/Disabled Newborn; MA Adults; Pregnant Women; Newborns; and the Delivery Kick Payment. Additionally, capitation rates are included for MA Children and Quasi-CHIP Children, and Severe Emotional Disturbance (SED) Mississippi Youth Programs Around the Clock (MYPAC) rate cells.

These rates include MHAP FSA and TPP, including associated premium tax, across all applicable rate cells. Rates include 1.00% Quality Withhold. Rates exclude MHAP QIPP, MAPS, and HIF (if applicable).

Magnolia Health Plan, Inc.									
Effective July 1, 2019 – June 30, 2020									
Capitation Rates (excluding Risk Scores)									
Region	North			Central			South		
Rate Cell	Rate	Risk Adj	Total Rate	Rate	Risk Adj	Total Rate	Rate	Risk Adj	Total Rate
Original Population									
SSI-Disabled	1,133.56		1,133.56	1,264.69		1,264.69	1,356.48		1,356.48
Foster Care	776.62		776.62	839.62		839.62	847.31		847.31

Breast/Cervical	3,456.42	3,456.42	3,869.57	3,869.57	4,158.78	4,158.78
SSI-Disabled-Newborn	7,533.76	7,533.76	8,185.59	8,185.59	8,265.09	8,265.09
Expansion Population						
MA Adult	550.26	550.26	604.10	604.10	587.74	587.74
Pregnant Women	614.28	614.28	675.06	675.06	656.58	656.58
Newborns 0-2 Months	2,216.56	2,216.56	2,405.04	2,405.04	2,428.03	2,428.03
Newborns 3-12 Months	339.75	339.75	364.69	364.69	367.73	367.73
MA Children	267.37	267.37	286.00	286.00	288.28	288.28
Quasi-CHIP	261.32	261.32	279.43	279.43	281.64	281.64
SED Children	3,926.37	3,926.37	4,263.85	4,263.85	4,305.01	4,305.01
Delivery Kick Payment	6,458.48	6,458.48	7,158.55	7,158.55	6,945.78	6,945.78

*Capitation rates per July 22, 2019 Actuarial report Exhibit 6.

Rates include MHAP FSA and TPP, including associated premium tax, across all applicable rate cells.

Rates include 1.00% Quality Withhold.

Rates exclude MHAP QIPP, MAPS, and HIF (if applicable).

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.

III. Section 17. M, ENTIRE AGREEMENT, is amended to read as follows:

Entire Agreement

This Contract, together with all attachments, represents the entire agreement between the Contractor and the Division with respect to the subject matter stated herein and supersedes all other contracts and agreements between the parties.

1. Change Orders and/or Amendments

No modification or change to any provision of this Contract shall be effective unless it is in writing, and is signed by a duly authorized representative of the Contractor and the Division as an amendment to this Contract. All Amendments are effective upon execution by both parties. This Contract shall be amended whenever and to the extent required by changes in Federal or State law or regulations.

The Executive Director of the Division or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) calendar days prior to the commencement date of such change, make administrative changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the Contract an adjustment commensurate with the costs of performance under this Contract shall be made in the Capitation Payment rate or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to the Division within thirty (30) calendar days from the date

of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause of this Contract. Nothing in this clause, however, shall in any manner excuse the Contractor from proceeding diligently with the Contract as changed.

Any provision of this Contract which is in conflict with Federal and State Medicaid statutes, regulations, or CMS policy guidance shall be automatically amended to conform to the provisions of those laws, regulations, and policies. Such amendment of the Contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

IV. Section 19.A, Review and Approval, is amended to read as follows:

Notwithstanding the foregoing, this Contract is subject to review and approval by the Centers for Medicare and Medicaid Services (CMS) and may be modified as required and/or suggested by CMS. Any modifications to this Contract may be enacted pursuant to the provisions described in the RFP and this Contract and are effective upon execution by the parties.

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 Five.

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

Mississippi Division of Medicaid

By: 
Drew L. Snyder
Executive Director

Date: 3/13/20

Magnolia Health Plan, Inc.

By: 
Aaron Sisk
President & Chief Executive Officer

Date: 3/13/2020

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 Five** 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 13th day of March, 2019.

Rachel Shinard
NOTARY PUBLIC

My Commission Expires:

May 27, 2023



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 Five** 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 12 day of March, 2019.
20

NOTARY PUBLIC

My Commission Expires:

11/28/22



[Signature]