

**AMENDMENT NUMBER ELEVEN
TO THE CONTRACT BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
AND
MOLINA HEALTHCARE OF MISSISSIPPI, INC.
A CARE COORDINATION ORGANIZATION (CCO)**

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

THIS AMENDMENT NUMBER ELEVEN 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 §§ 438.3(b) and 457.1201 and is engaged in the business of providing comprehensive services as outlined 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) of the Social Security Act 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 Eleven;

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,

WHEREAS, the parties have previously modified the Contract in Amendments #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10.

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:

1. Section 7.B., PROVIDER NETWORK – Provider Network Requirements, is hereby amended to add the following new provision:

9. Hemophilia Treatment Centers (HTC)

The Affordable Care Act specifies that entities covered under section 340B(a)(4) of the Public Health Services Act, which includes federally recognized Hemophilia Treatment Centers (HTC), be designated as essential community providers and that designation requires that qualified health plan networks to include HTCs. HTCs with 340B programs integrate clinical and pharmacy services to provide comprehensive high-quality care to patients and closely monitor drug utilization, allowing for more immediate changes in treatment and better management of treatment costs. The National Hemophilia Program administered by the Health Resources & Services (HRSA) provides grants that help establish and maintain regional networks of HTCs across the United States. These HTCs provide comprehensive services. The HTC in Mississippi is the Mississippi Center for Advanced Medicine. Therefore, the Contractor, as well as the Division of Medicaid (DOM) shall include the HTCs in their provider networks.

2. Section 7.J.1., PROVIDER NETWORK – Reimbursement; Claims Payment, Denial, and Appeals, is hereby amended as follows to remove the below paragraph of Section 7.J.1, which was added through CHIP Amendment Number Six:


The Contractor shall make payments under the Contract that are considered state directed payments (SDPs) with a minimum fee schedule tied to State Plan approved rates in accordance with 42 CFR § 438.6(c)(1)(iii)(A) and 438.6(c)(2)(ii). These minimum fee schedule payments are required in accordance with Miss. Code Ann. § 43-13-117(H).

The above language, through this Amendment Number Eleven, is hereby deleted. All other language not modified as stated herein for Section 7.J.1 shall remain unchanged and in full force and effect.

All other terms, conditions, and provisions of the Contract and any subsequent amendments, other than those modified herein, remain in full force and effect for the duration of the Contract.

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

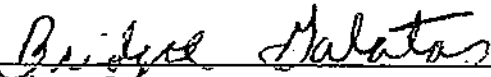
Division of Medicaid

By: 

Drew L. Snyder
Executive Director

Date: 2/9/24

Molina Healthcare of Mississippi, Inc.

By: 

Bridgete Galatas
President & Chief Executive Officer

Date: 01/16/2024

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 Eleven** 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 9th day of February A.D., 2024.

NOTARY PUBLIC

My Commission Expires:

Sept 23, 2024



[Handwritten signature of 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, **Bridgete Galatas**, in her respective capacity as the **President & 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 he signed and delivered the above and foregoing written **Amendment Number Eleven** 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 January A.D., 2024.



My Commission Expires:

July 20, 2027

NOTARY PUBLIC

[Handwritten signature of Normal Dempsey]