

**AMENDMENT #1
TO THE
CONTRACT BETWEEN THE DIVISION OF MEDICAID
OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND
UNITEDHEALTHCARE OF MISSISSIPPI, INC.**

THIS AMENDMENT #1 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"), and **UnitedHealthcare of Mississippi, Inc.** (hereinafter "Contractor"), a corporation organized and existing pursuant to the laws of the State of Mississippi, which is licensed as defined by the Department of Insurance, with a principal place of business located at 795 Woodlands Parkway, Suite 301, in the City of Ridgeland, County of Madison, State of Mississippi.

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, (the "Act") and Miss. Code Ann. §43-13-101 *et seq.* (1972, as amended);

WHEREAS, Contractor is an entity eligible to enter into a full risk capitated 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 Contractor 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 a Coordinated Care Organization (CCO) to obtain services for the benefit of certain Medicaid beneficiaries and the Contractor has provided to DOM continuing proof of the Contractor'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 this Contract, upon which DOM relies in entering into this Contract;

WHEREAS, Article 13.15 of the Contract incorporates the RFP in its entirety as a part of the Contract;

WHEREAS, Article 3.3 of the RFP states the Contract period begins the day the contract is executed by both parties and will be in effect for two (2) years with the option to renew for up to two (2) additional one (1) year period; and,

WHEREAS, the Contract states that no modification or change to 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 DOM.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, DOM and Contractor agree to amend the Contract as follows:

- I. Article 2.1, TERM, is amended to read as follows: This Contract shall begin on November 1, 2010 and shall terminate on June 30, 2014.
- II. The following clause is being added as Article 13.17 to Section XIII. FEDERAL, STATE, AND GENERAL REQUIREMENTS:

OWNERSHIP AND FINANCIAL DISCLOSURE:

- A. In accordance with 42 C.F.R. § 455.104(b), the Contractor shall disclose the following:
 1. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, DOM's fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business, every business location, and P.O. Box address;
 2. Date of birth and Social Security Number (in the case of an individual);
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five percent (5%) or more interest;
 4. Whether the person (individual or corporation) with any ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
 5. The name of any other disclosing entity (or DOM's fiscal agent or managed care entity) in which an owner of the disclosing entity (or DOM's fiscal agent or managed care entity) has an ownership or control interest; and,
 6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or DOM's fiscal agent or managed care entity).
- B. In accordance with 42 C.F.R. § 455.104(c), disclosures from the Contractor are due at any of the following times:
 1. Upon the Contractor submitting a proposal in accordance with the State's procurement process;
 2. Annually, including upon the execution, renewal, and extension of

- the contract with the State; and,
3. Within 35 days after any change in ownership of the Contractor.
- C. In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to DOM, the State's designated Medicaid agency.
 - D. In accordance with 42 C.F.R. § 455.104(e), federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by said section.
 - E. In accordance with 42 C.F.R. § 455.105, the Contractor must fully disclose all information related to business transactions. The Contractor must submit, within 35 days of the date on a request by the Secretary or DOM, full and complete information about:
 1. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and,
 2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - F. In accordance with 42 C.F.R. § 455.106(a), the Contractor must disclose to DOM the identity of any person who:
 1. Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and,
 2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.
 - G. In accordance with 42 C.F.R. § 455.106(b), DOM must notify the Inspector General of the Department of any disclosures under § 455.106(a) within 20 working days from the date it receives the information. DOM must also promptly notify the Inspector General of the Department of any action it takes on the Contractor's agreement and participation in the program.
 - H. In accordance with 42 C.F.R. § 455.106(c), DOM may refuse to enter into or renew an agreement with a Contractor if any person who has an ownership or control interest in the Contractor, or who is an agent or managing employee of the Contractor, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the Title XX Services Program. Further, DOM may refuse to enter into or may terminate a Contractor agreement if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 455.106(a).
 - I. In accordance with 42 C.F.R. § 455.436, the State Medicaid agency and all Medicaid contractors shall do the following:
 1. Confirm the identity and determine the exclusion status of contractors/subcontractors and any person with an ownership or

control interest or who is an agent or managing employee of the contractor/subcontractor through routine checks of federal databases; and,

2. Consult appropriate databases to confirm identity of the above-mentioned persons and entities by searching the List of Excluded Individuals/Entities (LEIE) and the System for Award Management (SAM) upon enrollment, re-enrollment, credentialing, or re-credentialing, and no less frequently than monthly thereafter, to ensure that the State does not pay federal funds to excluded persons or entities.

III. All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 in duplicate originals on the date set for below.

**DIVISION OF MEDICAID
OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI**

BY: 

DAVID J. DZIELAK, PH.D.
EXECUTIVE DIRECTOR

DATE: 12/13/13

UNITEDHEALTHCARE OF MISSISSIPPI, INC.

BY: 

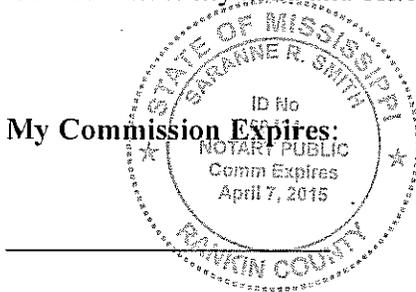
JOCELYN CHISHOLM CARTER, J. D.
PRESIDENT

DATE: 12/11/13

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, **David J. Dzielak**, 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 Division that he signed and delivered the above and foregoing written Amendment for and on behalf of said Division 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 December, 2013.



NOTARY PUBLIC
Saranne R. Smith

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, **Joycelyn Chilsolm-Carter**, in her respective capacity as the **President 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 she signed and delivered the above and foregoing written Amendment 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 11 day of Dec, 2013.

My Commission Expires:

8/23/2015



NOTARY PUBLIC
Heather Morgan