

**AMENDMENT NO. 1 TO B06792**

Contract Start Date:	January 1, 2008	Total Contract Amount:	Per Member/Per Month
Original Contract Expiration Date:	December 31, 2008	Original Contract Amount:	Per Member/Per Month
Current Contract Expiration Date:	December 31, 2008	Previous Amendment(s) Total:	N/A
Requested Contract Expiration Date:	December 31, 2008	Amendment Amount:	N/A

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services (“STATE”) and **Medica**, Managed Care Organization (“MCO”), identified as Contract No. **B06792** to implement the demonstration projects: 1) Minnesota Senior Health Options (MSHO), and 2) for Minnesota Senior Care/Minnesota Senior Care + (MSC/MSC+), that outlines the health benefits the MCO shall provide through the Prepaid Medical Assistance Medical Care program to eligible Enrollees, including Home and Community-Based Waiver Services (HCBS); and

WHEREAS, the definition of Inpatient Hospitalization no longer excludes free-standing residential chemical dependency facilities; and

WHEREAS, for chemical dependency treatment services, when the termination of enrollment occurs while the Enrollee is receiving Inpatient Hospitalization services, this is in reference to inpatient hospital-based services only; and

WHEREAS, the STATE requires MCOs to provide follow-up renewal calls to Enrollees who are receiving services through the MCO, at least sixty days prior to the enrollees’ renewal dates; and

WHEREAS, to reflect the current language that allows the MCO to provide the STATE written notice of non-renewal less than one hundred fifty days prior to the contract end is removed; and

WHEREAS, effective July 1, 2008, the MCO shall assume responsibility for all chemical dependency treatment services and treatment-related room and board effective upon the date of the Recipient’s enrollment into the MCO. For services that were authorized by the CCDTF or any other STATE-contracted MCO prior to the Recipient’s enrollment, the language allowing for a one month transition period is removed; and

WHEREAS, the STATE and the MCO have agreed to amend the 2008 Contract to include these legislative and procedural changes.

Therefore, the parties agree that:

**REVISION 1. 2.62 “Inpatient Hospitalization”** is amended as follows:

**2.62 Inpatient Hospitalization** includes inpatient medical, mental health and chemical dependency services; ~~excluding free-standing residential chemical dependency facilities.~~

**REVISION 2. 3.4.6 “Notification and Termination of Coverage”** is amended as follows:

**3.4.6(C)** When termination takes place due to ineligibility for Medical Assistance, or for participation in the MSC/MSC+ or MSHO program, and the Enrollee is receiving Inpatient Hospitalization services, excluding

chemical dependency services provided in free standing residential centers which are not inpatient-hospital based services, on the effective date of ineligibility, coverage shall cease at midnight, Minnesota time, on the first day following discharge from the hospital. The MCO's liability for ongoing Inpatient Hospitalization shall end when the Enrollee no longer meets medical necessity criteria for continued treatment at a hospital level of care. The STATE will not pay to the MCO a Capitation Payment for any month after the month in which the Enrollee's eligibility for Medical Assistance was terminated.

**REVISION 3. 3.4.9 "Notification Prior to Renewal"** is amended as follows:

**3.4.9 Notification Call Prior to Renewal.** The MCO shall place a follow-up renewal call to each Enrollee at least sixty (60) days prior to the Enrollee's ~~make a best effort to notify Enrollees of their~~ eligibility renewal date, as authorized by Minnesota Statutes, § 256.962, subd. 7(b), utilizing the best available eligibility renewal data to be provided by the STATE.

**REVISION 4. 5.2 "Contract Non-Renewal and Termination"** is amended as follows:

**5.2.1 Notice of Non-Renewal.**

(A) **150 or More Days Prior to the End of Contract.** The MCO shall provide the STATE with at least one hundred and fifty (150) days written notice prior to the end of the contract term if the MCO chooses not to renew or extend this Contract at the end of the contract term. If the MCO provides the STATE with such notice, the Contract will end on the Termination Date.

~~(B) **Less Than 150 Days Prior to the End of the Contract.** If the MCO provides the STATE written notice prior to the end of the contract term but less than one hundred and fifty (150) days prior to, the Contract will end at 11:59:59 p.m. on the last day of the month which falls one hundred and fifty (150) days from the date the notice is given, unless the parties agree in writing to a different date.~~

**REVISION 5. 6.18.2 "Transition Services"** is amended as follows:

**6.18.2(C)(2) Chemical Dependency (CD) Treatment Services.**

Effective July 1, 2008, the MCO the MCO shall assume responsibility for all treatment and treatment-related room and board effective upon the date of the Recipient's enrollment into the MCO. For MSC/MS+ and MSHO non-Duals, enrollment into the MCO will not be delayed except for those Enrollees currently in an inpatient hospital-based program. The MCO shall provide coverage for services that were authorized by the CCDTF or any other STATE contracted MCO prior to the Recipient's enrollment in the MCO, unless the MCO completes a new Rule 25 assessment or re-assessment, and the assessment determines a different level of need for services, for a one-month transition period. ~~During this transition period, if the end date of the current treatment authorization period is prior to the end of the first month of MCO enrollment, the MCO may require a new Rule 25 assessment or a reassessment during the first month if continued services are needed or requested by either the Provider or the Recipient.~~

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

Medica

IN WITNESS WHEREOF, the parties hereto have executed this Contract. This Contract is hereby accepted and considered binding in accordance with the terms outlined in the preceding statements.

STATE OF MINNESOTA

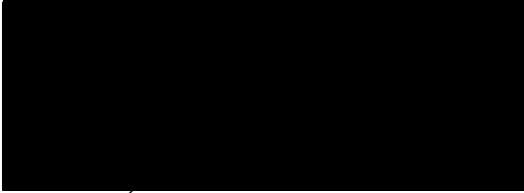
MEDICA

(MCO)

DEPARTMENT OF HUMAN SERVICES

(Two corporate officers must execute)

By:



Title:

*Assistant Commissioner*

Date:

*9/5/08*

By:



Title:

*SVP*

Date:

*8-25-08*

and

By:



Title:

*EVP*

Date:

*8/25/08*