

AMENDMENT TWO
Contract 102889 O4
Medicaid Managed Care Physical Health, Behavioral Health, and Pharmacy Services for the
State of Nebraska
Between
The State of Nebraska and UnitedHealthcare of the Midlands, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and UnitedHealthcare of the Midlands, Inc. (the "Contractor"), parties to Contract 102889 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

I. Additions: The Parties hereto add the following sections:

A. Attachment 24 – Rates for January 2024 through December 2024 are set forth in Attachment 24 attached hereto and made a part hereof.

II. Modifications: The Parties hereto modify the following sections:

A. Section V.P.6.

6. Risk Adjustment

- a. MCO's base capitation rates may be risk-adjusted based on the MCO's risk score, reflecting the expected health care expenditures associated with its enrolled members relative to the applicable total Medicaid population.
- b. To establish risk-adjusted rates, MLTC's actuary may analyze the risk profile of members enrolled in each MCO using a national risk-adjustment model specified by MLTC.
- c. Each member may be assigned to risk categories based on their age, gender, and disease conditions. This information and the relative cost associated with each risk category will reflect the anticipated utilization of health care services relative to the overall population.
- d. The relative costs may be developed using MLTC historical data from Medicaid FFS claims and MCO encounter data, as determined appropriate by MLTC's actuary.
- e. Risk adjustment will be evaluated annually by MLTC, or more frequently as MLTC determines is warranted.
- f. MLTC will provide the MCO with three (3) months advance notice of any major revision to the risk-adjustment methodology. The MCO will be provided the opportunity to provide input and feedback regarding any proposed changes. MLTC will consider the feedback from the MCOs when making changes to the risk adjustment methodology.

C. Section V.P.7.


7. Risk Corridor

- a. Annual MCO profits or losses must not exceed two and one half percent (2.5%) in the first contract year. Annual MCO profits must not exceed two percent (2%) in the second and subsequent contract years. In the second and subsequent contract years, there is no limit on MCO losses. MLTC reserves the right to change the structure and percentages of the risk corridor in advance of a contract year.
- b. Profits and losses are calculated by MLTC's actuary as a percentage of the aggregate of all qualifying revenue by the MCO and related parties, including parent and subsidiary companies and risk bearing partners under this contract. The calculation ignores revenue taxes, income taxes as determined applicable by MLTC, non-operating income, and any forfeited hold-back. The risk corridor calculation will be conducted after accounting for revenue changes resulting other program-specific risk mitigation strategies, such as the high-cost drug pool risk corridor and HIPP risk corridor, and other such arrangements that may be added or removed through the duration of the contract.
- c. This calculation is targeted to be completed within twelve (12) months of the end of the contract year. The risk corridor will be calculated first, and any payments/receipts under the risk corridor will be incorporated in the Medical Loss Ratio (MLR) calculation. This methodology is consistent with the Final Rule published by CMS, 42 CFR § 438.8.
- d. If the calculation produces a profit above the indicated amount, the MCO must return the excess profit to MLTC as directed by the department's written notification of the final amount to the MCO.
- e. The MCO must provide full financial statements and additional requested data to MLTC and its actuary to support the calculation. MLTC must reimburse the federal share of the forfeited funds to CMS and retain the state share for reinvestment pursuant to Neb. Rev. Stat. § 68-995.
- f. Regardless of the risk corridor calculation, the MCO is eligible to receive its earned hold-back.
- g. All risk corridor, MLR, and end of year calculations are subject to CMS review prior to and following execution.

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

Contractor: UnitedHealthcare of the Midlands, Inc.

DocuSigned by:
By: 
E34F3C9A15B14B0...
Name: Jeff Stafford

Title: Chief Executive Officer

Date: 2/9/2024 | 09:58:14 CST

Department of Health and Human Services

DocuSigned by:
By: 
0CCF86BE38C149A...
Name: Matthew Ahern

Title: Director

Date: 2/9/2024 | 08:23:30 PST

United HealthCare – HH Rates – Effective 01.01.2024 to 12.31.2024

Attachment 24 – Rates

CY 2024 Heritage Health Rates - United Healthcare

Rating Region 1	
Category of Aid	Payment Rate
AABD 00-20 M&F	\$1,677.93
AABD 21+ M&F	\$2,090.76
AABD 21+ M&F-WWC	\$2,877.14
CHIP M&F	\$282.52
Family Under 1 M&F	\$983.96
Family 01-05 M&F	\$278.39
Family 06-20 F	\$284.57
Family 06-20 M	\$287.34
Family 21+ M&F	\$663.43
Foster Care M&F	\$863.81
Healthy Dual	\$290.25
Dual LTC	\$215.34
Non-Dual LTC	\$2,935.62
Dual Waiver	\$294.25
Non-Dual Waiver	\$2,094.01
Katie Beckett 00-18 M&F	\$14,427.95
599 CHIP - Cohort	\$435.31
599 CHIP - Supplemental	\$5,703.96
Maternity	\$6,344.65

Expansion Adult Rates (Rating Region 1)	
Category of Aid	Payment Rate
EXP 19-44 M	\$618.03
EXP 19-44 F	\$710.03
EXP 45-64 M&F	\$1,439.35

HIPP Rates (Rating Region 1)	
Category of Aid	Payment Rate
HIPP AABD & Non-Dual Waiver	\$2,010.31
HIPP All Other	\$493.59
HIPP Katie Beckett	\$13,768.97
HIPP Expansion	\$710.52

United HealthCare – HH Rates – Effective 01.01.2024 to 12.31.2024

Rating Region 2	
Category of Aid	Payment Rate
AABD 00-20 M&F	\$1,783.53
AABD 21+ M&F	\$2,105.16
AABD 21+ M&F-WWC	\$3,374.76
CHIP M&F	\$259.05
Family Under 1 M&F	\$920.55
Family 01-05 M&F	\$253.67
Family 06-20 F	\$316.95
Family 06-20 M	\$306.64
Family 21+ M&F	\$721.79
Foster Care M&F	\$632.21
Healthy Dual	\$279.67
Dual LTC	\$207.29
Non-Dual LTC	\$2,473.89
Dual Waiver	\$313.97
Non-Dual Waiver	\$2,488.22
Katie Beckett 00-18 M&F	\$14,427.95
599 CHIP - Cohort	\$435.31
599 CHIP - Supplemental	\$5,703.96
Maternity	\$6,133.67

Expansion Adult Rates (Rating Region 2)	
Category of Aid	Payment Rate
EXP 19-44 M	\$696.73
EXP 19-44 F	\$775.65
EXP 45-64 M&F	\$1,625.33

HIPP Rates (Rating Region 2)	
Category of Aid	Payment Rate
HIPP AABD & Non-Dual Waiver	\$2,010.31
HIPP All Other	\$493.59
HIPP Katie Beckett	\$13,768.97
HIPP Expansion	\$710.52

Certificate Of Completion

Envelope Id: 04BE2FD38E1A4B219987CC4C1C9FD2C0

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Signer Events

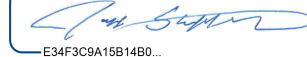
Jeff Stafford

Jeff_Stafford@UHC.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Uploaded Signature Image
Using IP Address: 198.203.175.239**Timestamp**

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Viewed: 1/30/2024 12:06:10 PM

Signed: 2/9/2024 9:58:14 AM

Electronic Record and Signature Disclosure:

Accepted: 1/30/2024 12:06:10 PM

ID: 1af79cc3-79dd-4b76-b175-c06c0caea0a7

Matthew Ahern

Matthew.Ahern@nebraska.gov

Interim Medicaid Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style
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Signed: 2/9/2024 10:23:30 AM

Electronic Record and Signature Disclosure:

Accepted: 2/9/2024 10:23:21 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Accepted: 5/13/2022 11:33:43 AM ID: 8bbe78f1-da01-4455-a7d2-3f4c6b524185		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/26/2024 11:01:07 AM
Envelope Updated	Security Checked	1/26/2024 11:04:04 AM
Certified Delivered	Security Checked	2/9/2024 10:23:21 AM
Signing Complete	Security Checked	2/9/2024 10:23:30 AM
Completed	Security Checked	2/9/2024 10:23:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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