AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Between the State of Nevada
Acting by and Through Its

Department of Health and Human Services
Division of Health Care Financing and Policy (DHCFP)
1100 East Williams Street
Carson City, NV 89701
Contact: Jennifer Frischmann
Phone: (775) 684-3747 Fax: (775) 687-8924
Email: Jennifer.Frischmann@dhcfp.nv.gov

and

Medical Transportation Management, Inc. (MTM)
16 Hawk Ridge Drive
Lake Saint Louis, MO 63367
Contact: Michele Lucas, Chief Marketing Officer
Phone: (636) 695-5536 Fax: (636) 561-2962
Email: mlucas@mtm-inc.net

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3207 and dated January 12, 2016 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. The purpose of this amendment is to remove Third-Party Liability (TPL) and Subrogation from the scope of work and to correct Incorporated Documents to include Amendment #3 of the RFP in Attachment BB.

Current Contract Language:

3.6.2 Third-Party Liability and Subrogation

3.6.2.1 Third-party liability (TPL) refers to any individual, entity (e.g., insurance company) or program (e.g., Medicare), including group health plans, as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974 (29 USC and 1167 (1)) service benefits plans, and vendors that are or may be liable for all or part of a recipient's health coverage. Under Section 1902(a)(25) of the Social Security Act, DHCFP and its contractors are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid. The possibility exists that a recipient has another insurance plan that

covers air ambulance or other transportation. The State can provide a list of recipients known to have third party coverage.

3.6.2.2 The vendor shall act as the State's authorized agent for the limited purpose of TPL collection, within the limitation of the Fair Debt Collection Practices Act, 15 USC § 1692, of all third-party liability (TPL) pursuant to 42 CFR § 433.135 et seq and 42 CFR 433.147. If a capitated payment model is used, the contracted vendor's capitated payments shall include an offset in the rates for these collections. The contracted vendor shall vigorously pursue and bill prior TPL resources as these amounts are considered part of their risk based capitation payment. The contracted vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. The vendor shall reimburse provider claims regardless of any TPL or subrogation resource and shall not pend, deny, or hold in abeyance any provider claim for the sole purpose of awaiting or pursuing a TPL or subrogation collection or payment. The vendor must utilize the EVS eligibility system to determine if casualty claims are filed and recover costs through subrogation on behalf of Medicaid recipients. The vendor must determine the third party and seek payment; the vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. All information on the third party, including collections and collection attempts are to be reported to DHCFP in a format prescribed by the State.

Amended Contract Language:

None.

Current Contract Language:

5. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED ITEM
ATTACHMENT BB:	STATE SOLICITATION OR RFP #:3207 and AMENDMENT(S) #1 and 2
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	CONTRACTOR'S RESPONSE
ATTACHMENT EE:	BUSINESS ASSOCIATE ADDENDUM

Amended Contract Language:

5. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED ITEM
ATTACHMENT BB:	STATE SOLICITATION OR RFP #:3207 and AMENDMENT(S) #1, 2, and 3
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	CONTRACTOR'S RESPONSE
ATTACHMENT EE:	BUSINESS ASSOCIATE ADDENDUM

2. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL**. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Medical Transportation Management, Inc. (MTM)

Alaina Nocia	6-24-16	President & CEO
Independent Contractor's Signature	Date	Independent Contractor's Title

Department of Health and Human Services
Division of Health Care Financing and Policy

Bonnie Long	7/5/16	Chief Fiscal Officer
Bonnie Long	Date	Title
Marta Jensen	7/6/16	Acting Administrator
Marta Jensen	Date	Title
for Ellen M Crecilius	7/11/16	Director
Richard Whitley	Date	Title

APPROVED BY BOARD OF EXAMINERS

for James R. Wells

Signature – Board of Examiners

On: 7/20/16

Date

Approved as to form by:

On: 6/29/2016

Deputy Attorney General for Attorney General

Date