AMENDMENT # 2

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
1100 East William Street
Carson City, NV 89701
Contact: Shannon Sprout
Phone: (775) 684-3679 Fax: (775) 687-8724
Email: shannon.sprout@dhcfp.nv.gov

RECEIVED
JAN 09 2018
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

and

MEDICAL TRANSPORTATION MANAGEMENT, INC. (MTM)
16 Hawk Ridge Drive
Lake St. Louis, MO 63367
Contact: Alaina Macia, CEO
Phone: (636) 695-5503 Fax: (636) 561-2962
Email: amacia@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 and Amendment #1 dated July 20, 2016 attached** hereto as Exhibit A, remain in full force and effect with the exception of the following:

This is the second amendment to the original contract, which provides non-emergency transportation for Nevada Medicaid. The purpose of this amendment is to:

A. Extend the CONTRACT TERM to end June 30, 2020; Add Attachment FF Budget Proposal to the INCORPORATED DOCUMENTS; Amend the CONSIDERATION to revise the capitated rate and add incentive payments for a new not to exceed contract maximum of $66,010,118; and Add contractor reimbursement for NET services provided to recipients who are Emergency Medical Only (EMO) aid code for dialysis appointments;
B. Revise the scope of work to include Managed Care Organization (MCO) single case agreements, MCO "in lieu of" services, and EMO recipients for dialysis;
C. Revise the scope of work to add performance service level agreements for the NET vendor call center; and
D. Revise the Meal Reimbursement Rate for individuals and their eligible companions in travel status.

A. **Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be January 12, 2016).

   Effective from: July 1, 2016 to June 30, 2018 with one (1) optional renewal of up to two (2) years for a period of not more than four (4) years if deemed to be in the best interest of the State.

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

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

$1.94 all-inclusive per Non-Emergency Transportation eligible members per month; with a contract amount not to exceed $26,809,237.00

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be January 12, 2016).

Effective from: July 1, 2016 to June 30, 2020

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
ATTACHMENT FF:	BUDGET PROPOSAL

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

From July 1, 2016 to June 30, 2018 the following shall apply: $1.94 all-inclusive per Non-Emergency Transportation eligible members per month.

From July 1, 2018 to June 30, 2020 the following shall apply: $2.35 all-inclusive per Non-Emergency Transportation eligible members per month (PMPM). The not to exceed contract maximum is $66,010,118.00.

From July 1, 2018 to June 30, 2020 a $0.10 PMPM incentive payment may be made each quarter based on the Contractor meeting or exceeding all specific performance based service level agreements (SLA) per month in the quarter. The specific SLAs are in Section 3, Scope of Work and are as follows: 3.4.6.1; 3.4.4 and 3.4.5.8; 3.4.5.7; 3.4.6.2; 3.6.1.2; 3.7.2.2; 3.8.1; 3.8.2.1; 3.8.2.5; 3.8.3.1; 3.9.2.2 and 3.9.2.4. The Contractor's performance will be evaluated quarterly, and the incentive PMPM payment will be made quarterly.

The Contractor will be reimbursed for NET services provided to recipients who are Emergency Medical Only (EMO) aid code to go to dialysis appointments. These services will be made at the cost of the trip, plus an additional 25% to cover Contractor's administrative expenses for these trips.

B. RFP 3207 Section 3.3 ASSESS/AUTHORIZE TRANSPORTATION SERVICES shall be amended *to revise the scope of work to include Managed Care Organization (MCO) single case agreements, MCO "in lieu of" services, and EMO recipients for Dialysis* **as follows:**

Current Contract Language:

N/A

Amended Contract Language:

3.3.12 Contractor will provide NET services to Medicaid individuals in an MCO who receive covered healthcare services from providers who are not yet enrolled with Nevada Medicaid, but that have entered into a single case agreement with the MCO.

3.3.13 Contractor will provide NET services to Medicaid individuals in situations where an MCO is providing "in lieu of services" which are substitute services or settings for a service or setting covered under the Nevada State Plan, such as an Institute for Mental Disease.

3.3.14 Contractor will provide NET services for dialysis appointments to individuals who are Emergency Medical Only (EMO) Medicaid aid code: Contractor reimbursement for these trips is discussed in the CONSIDERATIONS section of this amendment.

C. RFP 3207 Section 3.9 INFORMATION SYSTEMS AND TECHNICAL REQUIREMENTS; Subsection 3.9.2.4 shall be amended *to revise the scope of work to add performance service level agreements for the NET vendor call center* **as follows:**

Current Contract Language:

N/A

Amended Contract Language:

E. Length of time for which a call is connected to the NET vendor's call center queue before the NET vendor's customer service representative answers the call will be thirty (30) seconds or less.

F. Number of calls in the NET vendor's call center queue that were terminated by the caller after the Average Speed to Answer time had elapsed will be less than five percent (5%);

G. Sixty-five percent (65%) of all Level one tickets resolved and closed by customer service representative on initial call with recipient or caller;

H. Eighty-five percent (85%) of all Level one resolvable tickets resolved and close by customer service representative on initial call with recipient or caller;

I. Customer Satisfaction Indicator (CSI) will be provided users of the support center with ninety percent (90%) rating the experience as Outstanding, Highly Satisfactory, or Satisfactory.

D. RFP 3207; State Response to Vendor Questions #39 shall be amended *to revise the Meal Reimbursement Rate for individuals and their eligible companions in travel* **as follows:**

Current Contract Language:

39. Are there limits on meals and lodging dollar reimbursements (e.g. per diem amount, per meal, etc.)?

Yes, there are limits on meals and lodging which is based on GSA rates or the actual costs, whichever is less.

Amended Contract Language:

39. Are there limits on meals and lodging dollar reimbursements (e.g. per diem amount, per meal, etc.)?

When a recipient is in travel status, the NET vendor will provide daily meal reimbursement to the recipient and their eligible travel companion at the NET vendor's operating rate which is approved by the DHCFP. Lodging reimbursement will be based on GSA rates or the actual costs, whichever is less.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract approved on January 12, 2016 and Amendment 1 approved on July 20, 2016) 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.

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

Alaina Macia 12/20/2017 CEO

Alaina Macia — Date — Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

Ellen M Crecelius 12/27/17 Chief Financial Officer

Ellen Crecelius — Date — Title

Marta Jensen 1/2/18 Administrator

Marta Jensen — Date — Title

for 1/3/18 Director, DHHS

Richard Whitley — Date — Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/13/18

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: 12/20/2017

Date

ATTACHEMNT FF
Medical Transportation Management Inc. (MTM)
Budget Proposal

	SFY 2017	SFY 2018	SFY 2019	SFY 2020	Contract Total
Original Contract	$ 13,308,430.98	$ 13,500,806.02			$ 26,809,237.00
Amendment #1					
Amendment #2			$ 19,460,369.00	$ 19,740,512.00	$ 39,200,881.00
Total	$ 13,308,430.98	$ 13,500,806.02	$ 19,460,369.00	$ 19,740,512.00	**$ 66,010,118.00**

Contractor Information

Name: MTM-Medical Transportation Management
Street Address: 16 Hawk Ridge Drive
City, State, Zip: Lake St. Louis, MO 63367
Vendor #
Primary Contact: Michelle Klehne
Contract Period: July 1, 2016 To June 30, 2018
Contract Description: Provides ongoing Non Emergency Transportation brokerage services to and from medical providers for eligible Medicaid recipeints throughout the State of Nevada
CETS # 17283

Budget Information

Budget Account(s) 3243
Category(s) All Categories
Object Code(s)
Split(s)
Job
Job
Function

SFY Period	Payment Voucher#	Voucher Date	Payment BA 3243	Cumulative Expenditures	Contract Balance	Budget Balance
SFY 17					$26,809,237.00	$26,809,237.00
Jul-16			$1,081,350.18	$1,081,350.18	$25,727,886.82	$25,727,886.82
Aug-16			$1,084,095.28	$2,165,445.46	$24,643,791.54	$24,643,791.54
Sep-16			$1,090,421.62	$3,255,867.08	$23,553,369.92	$23,553,369.92
Oct-16			$1,099,013.88	$4,354,880.96	$22,454,356.04	$22,454,356.04
Nov-16			$1,105,373.20	$5,460,254.16	$21,348,982.84	$21,348,982.84
Dec-16			$1,113,818.16	$6,574,072.32	$20,235,164.68	$20,235,164.68
Jan-17			$1,126,406.56	$7,700,478.88	$19,108,758.12	$19,108,758.12
Feb-17			$1,114,923.82	$8,815,402.70	$17,993,834.30	$17,993,834.30
Mar-17			$1,129,599.99	$9,945,002.69	$16,864,234.31	$16,864,234.31
Apr-17			$1,119,733.08	$11,064,735.77	$15,744,501.23	$15,744,501.23
May-17			$731,356.72	$11,796,092.49	$15,013,144.51	$15,013,144.51
Jun-17			$1,512,338.49	$13,308,430.98	$13,500,806.02	$13,500,806.02
Totals			$13,308,430.98			

Contract Authority

Original Contract	$26,809,237.00
Amendment #1	$0.00
Amendment #2	
Amendment #3	
Amendment #4	
Amendment #5	
Amendment #6	
Amendment #7	
Amendment #8	
Amendment #9	
Amendment #10	
Amendment #11	
Amendment #12	
Amendment #13	
Total	$26,809,237.00

3243

FY 17 Budget	$26,809,237.00
Total	$26,809,237.00

SFY Period	Payment Voucher#	Payment BA 3158	Cumulative Expenditures	Contract Balance	Budget Balance
SFY 18			$13,308,430.98	$13,500,806.02	$13,500,806.02
Jul-17		$1,143,989.76	$14,452,420.74	$12,356,816.26	$12,356,816.26
Aug-17		$1,126,557.53	$15,578,978.27	$11,230,258.73	$11,230,258.73
Sep-17		$1,130,956.45	$16,709,934.72	$10,099,302.28	$10,099,302.28
Oct-17		$1,127,969.16	$17,837,903.88	$8,971,333.12	$8,971,333.12
Nov-17		$1,135,994.41	$18,973,898.29	$7,835,338.71	$7,835,338.71
Dec-17			$18,973,898.29	$7,835,338.71	$7,835,338.71
Jan-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
Feb-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
Mar-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
Apr-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
May-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
Jun-18			$18,973,898.29	$7,835,338.71	$7,835,338.71
Totals		$5,665,467.31			

FY 18 Budget	$13,500,806.02
Total	$13,500,806.02

SFY Period	Payment Voucher#	Payment BA 3158	Cumulative Expenditures	Contract Balance	Budget Balance
FY 19			$18,973,898.29	$7,835,338.71	
Jul-18			$18,973,898.29	$7,835,338.71	$0.00
Aug-18			$18,973,898.29	$7,835,338.71	
Sep-18			$18,973,898.29	$7,835,338.71	
Oct-18			$18,973,898.29	$7,835,338.71	
Nov-18			$18,973,898.29	$7,835,338.71	
Dec-18			$18,973,898.29	$7,835,338.71	
Jan-19			$18,973,898.29	$7,835,338.71	
Feb-19			$18,973,898.29	$7,835,338.71	
Mar-19			$18,973,898.29	$7,835,338.71	
Apr-19			$18,973,898.29	$7,835,338.71	
May-19			$18,973,898.29	$7,835,338.71	
Jun-19			$18,973,898.29	$7,835,338.71	
Totals		$0.00			

FY 19 Budget	$0.00
Total	$0.00