

Second Amendment to the Non-Emergency Medical Transportation Brokerage Contract

This Second Amendment to Contract Number MED-10-011 between the Iowa Department of Human Services (Department) and TMS Management Group, Inc. (Contractor), is effective as of July 1, 2013.

Section 1: Amendment to the Contract. The Contract is hereby amended as follows:

Revision No. 1: Section 3.3.2.3.2 of the RFP entitled “Broker Responsibilities: Call Center”, which is incorporated into the Contract by reference, is hereby amended by adding the following new subsection “i” to Section 3.3.2.3.2:

- i. Customer Service Survey
 1. The Broker shall develop and begin conducting a Customer Service Survey after obtaining the Department’s approval of the Customer Service Survey.
 2. The Broker shall post results of the Customer Service Survey on the Broker’s website by the 20th day of the following month, unless the Department delays approving the data.

Revision No. 2: The following language is hereby added to the RFP text as new Section 3.3.2.7:

Section 3.3.2.7: Advisory Board

- a. The Broker shall develop and staff an NEMT Advisory Board no later than August 15, 2013.
- b. The Broker shall obtain the Department’s approval of any proposed Advisory Board member.
- c. Initial proposed Advisory Board members shall be forwarded to the Department no later than August 1, 2013
- d. The Broker and Advisory Board shall meet quarterly, review program statistic’s, and identify and address areas of program improvement within the frame work of the rules, the RFP, and contract.
- e. The Broker shall posted the minutes for current and previous Board meetings no later than five business days following each board meeting.
- f. The Advisory Board shall not have policy-making authority, and neither the Department nor the Contractor shall be bound by the Advisory Board’s recommendations.

Revision No. 3: The following language is hereby added to the RFP text as new Section 3.3.2.8:

Section 3.3.2.8: NEMT Statistics & Encounter Data

- a. The Broker shall begin posting NEMT statistical information on the Broker’s web page no later than August 20, 2013. This data may include Department approved encounter data.
- b. The Broker shall obtain the Department’s prior approval of the lists of reports and the timing of the reports to be posted on the Brokers website.

- c. The Broker shall obtain the Department's approval before posting reports to their website.
- d. The Broker shall include in the monthly reports submitted to the Department the amount paid out to third parties by the Broker for providing NEMT services.
- e. The Broker shall submit the improved encounter data and monthly NEMT statistics no later than August 15, 2013, for data gathered in the month of July 2013. Thereafter, the improved encounter data and monthly statistics shall be submitted to the Agency no later than the 15th day of the following month.

Revision No. 4: Section 2.1(6) of the Contract entitled "Contract Payment Clause" is hereby amended to read as follows:

2.1 (6) Contract Payment Clause:

Reimbursement to the successful bidder will be based on a capitated rate. Payment to the successful bidder will be made prior to the 15th day of the month, based on current eligible Members who are eligible for NEMT services for each month. Eligible Members are determined through the IME CORE Unit on the fourth (4th) Monday of each month. Adjustments will be made for persons who appear on the eligibility list but who are no longer qualified to receive NEMT services due to an exclusionary change in their eligibility.

The per-person-per-month (PMPM) capitation payment constitutes full reimbursement to the Broker (minus any withholding for performance or contractual obligations) for assuring, monitoring, managing, and reimbursing all NEMT services set forth in Section 3 of this RFP. For this one (1) year Contract Extension, the PMPM rate shall be \$2.14 per NEMT-eligible Medicaid member. The Department is not obligated to make the capitated payment to Contractor until the Contractor begins operations under the Contract, which is scheduled to begin October 1, 2010.

The Contractor's failure to timely provide deliverables in accordance with the Scope of Services section of this RFP may result in a reduction of total contract price of up to five percent (5%) to be deducted on future payments.

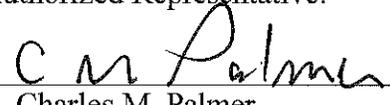
The Contractor acknowledges and agrees that the Department shall not be responsible for or liable to the Contractor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Contractor under the Contract.

Section 2: Ratification, Authorization, Contingency. Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its

obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms. This Amendment is contingent on approval by the Centers for Medicare and Medicaid Services.

Section 3: Execution. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

TMS Management Group, Inc.
Signature of Authorized Representative: 
Printed Name: David McDonald
Title: President
Date: July 3, 2013

Iowa Department of Human Services
Signature of Authorized Representative: 
Printed Name: Charles M. Palmer
Title: Director
Date: 7-25-13