

### Fifth Amendment to the Non-Emergency Medical Transportation Brokerage Contract

This Amendment to Contract Number MED-10-011 is effective as of the date last signed below, between the Iowa Department of Human Services (Agency) and TMS Management Group, Inc. (Broker).

#### Section 1: Amendmen to Contract Language

The Contract is amended as follows:

**Revision 1. Contract Duration.** The base term of the Contract listed on the first page of the Contract is hereby extended to December 31, 2016.

**Revision 2.** The cells on the first page of the Contract that define the "Department" are hereby amended to read as follows:

Department of the State (hereafter "Department")	
<b>Name/Principal Address ("Notice Address") of Department:</b> Iowa Department of Human Services Iowa Medicaid Enterprise 100 Army Post Road Des Moines, IA 50315	<b>Department Billing Contact Name/Address:</b> Joanne Bush Iowa Medicaid Enterprises 100 Army Post Road Des Moines, IA 50315 Phone: (515) 256-4887
<b>Department Contract Manager Name/Address:</b> Joanne Bush Iowa Medicaid Enterprise 100 Army Post Road Des Moines, IA 50315	Phone: (515) 256-4887 Fax #: (515) 256-4626 E-Mail: <a href="mailto:jbush@dhs.state.ia.us">jbush@dhs.state.ia.us</a>

**Revision 3.** The cells on the first page of the Contract that define the "Contractor" are hereby amended to read as follows:

Broker: (hereafter "Contractor" or "Broker")	
<b>Legal Name:</b> TMS Management Group, Inc.	<b>Broker Principal Address ("Notice Address"):</b> 6200 S. Syracuse Way Greenwood Village, CO 80111 (314) 768-1308
<b>Doing Business As Name(s):</b> N/A	
<b>Tax ID #:</b> 20-3981161	<b>Organized under the laws of:</b> State of Florida
<b>Broker Contract Mgr. Name/Address:</b> Matt McCormick, Registered Agent 5800 Fleur Drive, Room 231 Des Moines, IA 50321 (314) 768-1308 Matt.mccormick@evhc.net	<b>Broker Billing Contact Name/Address:</b> Carrie Spurlock 6200 S. Syracuse Way Greenwood Village, CO 80111 (303) 495-1764

**Revision 4.** Section 2.1(1) of the Contract is amended to read as follows:

**2.1 (1) Contract Purpose** The parties have entered into this Contract for the purpose of retaining the Broker to provide a transportation brokerage that will negotiate rates, arrange transportation, and reimburse transportation claims for all eligible fee-for-service Iowa

Medicaid Members for Non-Emergency Medical Transportation (NEMT) as set forth in the Non-Emergency Medical Transportation Brokerage Request for Proposal, MED-10-011.

**Revision 5.** Section 2.1(3) of the Contract is amended to read as follows:

**2.1.(3) Scope of Work:** Broker shall provide all services required by Scope of Work set forth in RFP MED-10-011 Section 3 for only fee-for-service members.

**Revision 6.** Section 2.1(6) of the Contract is amended to read as follows:

Reimbursement to the Broker will be based on a capitated rate. Payment to the Broker will be made prior to the 15th day of the month, based on current eligible fee-for-service 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 fee-for-service NEMT services set forth in Section 3 of this Contract. For the six month extension the Base Contract Term (from July 1, 2016 through December 31, 2016) the PMPM rate shall be \$2.14 per NEMT fee-for-service eligible Medicaid member.

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

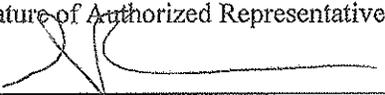
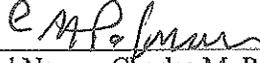
The Broker acknowledges and agrees that the Department shall not be responsible for or liable to the Broker or its subBroker(s) for any increased costs or expenses that may be incurred by the Broker under the Contract.

## **Section 2: Ratification & Authorization**

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 that this Amendment constitutes a legal, valid, and binding obligation.

## **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.

<b>Broker, TMS Management Group, Inc.</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	5/20/16		6-2-16
Printed Name: Sven Johnson		Printed Name: Charles M. Palmer	
Title: <del>President</del> → SVP Managed Transportation		Title: Director	