

**AMENDMENT #3  
TO THE CONTRACT  
BETWEEN  
THE DIVISION OF MEDICAID  
IN THE OFFICE OF THE GOVERNOR  
AND  
LAUNCHPOINT VENTURES, LLC  
(Recovery Audit Contractor Services)**

THIS AMENDMENT #3 modifies, revises, and amends the Contract entered into between the DIVISION OF MEDICAID in the OFFICE OF THE GOVERNOR, an administrative agency of the STATE OF MISSISSIPPI (hereinafter "DOM"), and LAUNCHPOINT VENTURES, LLC (formerly DATAMETRIX, INC.), (hereinafter "Contractor"), for the performance of professional services.

WHEREAS, DOM and Contractor entered into an Agreement to provide Medicaid Improper Payment Recovery Services to identify and facilitate recovery of improper payments made by DOM and the Managed Care Organizations (MCOs) after Contractor was selected through a competitive Request for Proposals (RFP#20161027) (such contract, together with all attachments and amendments thereto, shall be referred to herein as "the Contract");

WHEREAS, Section 6411(a) of the Affordable Care Act requires that States and territories establish Medicaid Recovery Audit Contractor (RAC) programs to conduct post-pay audits of claims in order to correct improper payments, and this need is ongoing;

WHEREAS, the parties desire to exercise an optional one-year renewal allowed by the contract;

WHEREAS, Article VI of the Contract states that no modification or change to any provision in the Contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM.

NOW, THEREFORE, in consideration of the foregoing recital and of the mutual promises contained herein, the parties hereto agree as follows:

- I. Article I, ENTIRE AGREEMENT, subsection B is amended to read as follows:

This Contract consists of this Amendment #3, Amendment #2, Amendment #1 and the original Agreement. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first reference to this Amendment #3 and if still unresolved, by reference to Amendment #2, and if still unresolved, by reference to Amendment #1, and if still unresolved, by reference to the Contract, without the



Contract's incorporated material, shall be the first controlling. After the Contract, the order of priority shall be as follows: the RFP Question and Answer Document (Attachment D), the BAFO and its attachments (Attachment E), the Business Proposal and its attachments (Attachment C), the Technical Proposal and its attachments (Attachment B), and the RFP (Attachment A). All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

2. Article III, PERIOD OF PERFORMANCE, is amended to read as follows:

The term of this Agreement shall commence on April 1, 2017, and shall expire on March 31, 2022, unless this Agreement is terminated pursuant to the provisions described in Section 4 of the RFP.


3. All other provisions of the Contract are unchanged and it is further the intent of the parties that any inconsistent provisions not addressed by the above amendments are modified and interpreted to conform with this Amendment #3.

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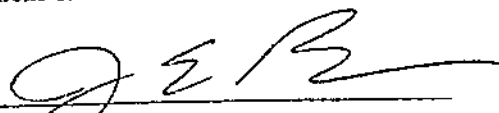
IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be executed by their duly authorized representatives as follows:

Mississippi Division of Medicaid

By:   
Drew L. Snyder  
Executive Director

Date: 3/29/2021

LaunchPoint Ventures, LLC

By:   
Jason E. Brown  
Chief Executive Officer

Date: 3/26/2021



STATE OF MISSISSIPPI  
COUNTY OF Hinds

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, Drew L. Snyder, in his official capacity as the duly appointed Executive Director of the Division of Medicaid in the Office of the Governor, an administrative agency of the State of Mississippi, who acknowledged to me, being first duly authorized by said agency that he signed and delivered the above and foregoing written Amendment #3 for and on behalf of said agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 29<sup>th</sup> day of March, A.D., 2021.

Shelby J. Berryman  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

September 23, 2024



STATE OF Illinois  
COUNTY OF Cook

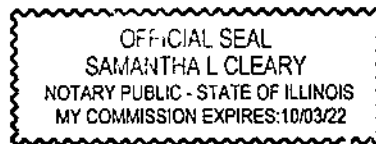
THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, Jason E. Brown, in his/her respective capacity as the Chief Executive Officer of LaunchPoint Ventures, LLC, who acknowledged to me, being first duly authorized by said corporation that he/she signed and delivered the above and foregoing written Amendment #3 for and on behalf of said corporation and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 26<sup>th</sup> day of March, A.D., 2021.

Samantha L. Cleary  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10/03/22



JFB