

**AMENDMENT #2
TO THE CONTRACT
BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
AND
LAUNCHPOINT VENTURES, LLC

(Recovery Audit Contractor Services)**

THIS AMENDMENT #2 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:

1. Article I, ENTIRE AGREEMENT, of the Contract is hereby amended to delete the contents thereof in their entirety and to replace such contents with the following:

I. ENTIRE AGREEMENT

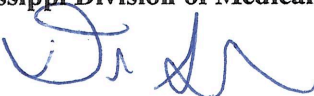
- A. The RFP in its entirety, together with all attachments, exhibits, appendices, and amendments, the Proposal of Contractor (including financials), together with all attachments, exhibits and appendices are made a part of this Contract as fully as if set forth herein and its terms are made the terms of this Contract. The RFP, including amendments, is labeled as Attachment A. The Technical Proposal, including attachments, submitted by Contractor is labeled as Attachment B. The Business Proposal, including attachments, submitted by Contractor is labeled as Attachment C. The RFP Question and Answer Document is labeled as Attachment D. The Best and Final Offer (BAFO), including attachments and clarifications, submitted by Contractor is labeled as Attachment E.
 - B. In the event of a dispute or conflict in interpreting the Contract, Amendment #2 and then Amendment #1 and then 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, of the Contract is hereby amended to delete the contents thereof in their entirety and to replace such contents with the following:

III. PERIOD OF PERFORMANCE: The term of this Agreement shall commence on **April 1, 2017**, and shall expire on **March 31, 2021**, unless this Agreement is terminated pursuant to the provisions described in Section 4 of the RFP. DOM may have, under the same terms and conditions as the existing contract, an option for an additional one-year contract extension.
 3. Article XXII, TERMINATION FOR DEFAULT, Section F, ADDITIONAL RIGHTS AND REMEDIES, is hereby amended to correct a scrivener's error by deleting the contents of Section F and replacing with the following:

F. ADDITIONAL RIGHTS AND REMEDIES: The rights and remedies provided in this paragraph XXII (Termination for Default) are in addition to any other rights and remedies provided by law or under this contract.
 4. 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 #2.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be executed by their duly authorized representatives as follows:

Mississippi Division of Medicaid

By: 

Drew L. Snyder
Executive Director

Date: 3/17/2020

LaunchPoint Ventures, LLC

By: 

Jason E. Brown
Chief Executive Officer

Date: 3/16/2020

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 #2 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 17th day of March, A.D., 2020.

Rachel Shinard
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 27, 2023



STATE OF IL
COUNTY OF DuPage

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 #2 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 16 day of March, A.D., 2020.

Marie T Rayburn
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11/29/2021

