

**CONTRACTUAL AGREEMENT
BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
AND
MEDICAL TRANSPORTATION MANAGEMENT, INC.**

(Non-Emergency Transportation)

THIS AGREEMENT, made and entered into by and between the **DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI**, hereinafter referred to as “DOM,” and **MEDICAL TRANSPORTATION MANAGEMENT, INC.**, hereinafter referred to as “Contractor,” for the performance of professional services.

WHEREAS, on May 11, 2018, DOM issued an Invitation for Bids (IFB#20180511, hereinafter IFB) requesting competitive written bid responses from qualified contractors to develop and operate a Non-Emergency Transportation (NET) brokerage program; and,

WHEREAS, Contractor’s proposal in response to the IFB was selected by DOM and the Contract awarded to Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

I. ENTIRE AGREEMENT:

- A. The IFB in its entirety, together with all attachments, exhibits, appendices, and amendments, the Contractor’s Bid in response to the IFB (including financials), together with all attachments, exhibits and appendices, written questions and answers, and amended written questions and answers, 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 IFB, together with all attachments, exhibits, appendices, and amendments, is labeled as Exhibit A. The Contractor’s Bid in response to the IFB, (including financials), together with all attachments, exhibits and appendices, is labeled as Exhibit B. The written questions and answers, and amended written questions and answers, is labeled as Exhibit C.
- B. This Contract consists of this original Agreement and incorporated material. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this original Agreement, and if still unresolved, by reference to Exhibit C (written questions and answers)

and, if still unresolved, by reference to Exhibit B (The Contractor's Bid in response to the IFB) and, if still unresolved, by reference to Exhibit A (the IFB). 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.

- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on October 1, 2018, and shall expire on September 30, 2021 unless this Agreement is terminated pursuant to the terms of this Contract. The implementation period shall be from October 1, 2018 through January 31, 2019. The operational phase shall be from February 1, 2019 through September 30, 2021. DOM may have, under the same terms and conditions as the existing Contract, an option for two (2) one-year extension periods, provided DOM obtains approval from the Public Procurement Review Board.
- III. COST FOR SERVICES:** The total amount payable by DOM to the Contractor under this Contract shall be limited as described in the Contractor's Response to the IFB and shall be at a rate not to exceed a total of \$96,776,053.76 for the term of the Contract. All payments and terms thereof shall be made as described in the IFB.
- IV. SCOPE OF WORK:** The Scope of Work provisions as described in Section 2.0 of the IFB and are made part of this Contract as fully as if set forth herein.
- V. TERMS AND CONDITIONS:** The Terms and Conditions of this Contract are those set forth in IFB Section 4 in whole and in part, which are fully and wholly incorporated herein. In addition, IFB Section 4 is amended to delete and replace in the entirety the following clauses:

REPRESENTATION REGARDING GRATUITIES: The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

PROCUREMENT REGULATIONS: The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

STOP WORK ORDER:

- A. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) calendar days after the order is delivered to Contractor, unless the parties agree to any

further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- C. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

APPROVAL CLAUSE: It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

E-PAYMENT AND PAYMODE:

- A. **E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by state agencies within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-301 *et seq.* (1972, as amended).
- B. **PAYMODE:** Contractor invoices shall be submitted to DOM using the processes and procedures identified by DOM. Payments by state agencies

shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt for the payment of taxes. All payments shall be made in United States currency.

APPLICABLE LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of DOM to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to Contractor, to terminate this Agreement without damage, penalty, cost, or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

REPRESENTATION REGARDING CONTINGENT FEES: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION: It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

COMPLIANCE WITH LAWS: Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, religion, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services, including, but not

limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws, regulations, policies, and procedures related to unlawful discrimination, as now existing and as may be amended or modified.

E-VERIFICATION: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- A. Termination of this Agreement for services and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY MISSISSIPPI: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Where applicable, this Agreement is also subject to the American Accountability and Transparency Act of 2009 (P.L. 111-5), and Miss. Code Ann. § 31-7-13 (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary

information, including confidential vendor information or any other information, which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted by Contractor.

TERMINATION FOR CONVENIENCE:

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

TERMINATION FOR DEFAULT:

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION UPON BANKRUPTCY This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

RISK MANAGEMENT: The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

On or before beginning performance under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

- A. *Workers' Compensation.* The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed under the contract in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.
- B. *Liability.* The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this IFB and other supplemental contractual documents. The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this IFB; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this IFB. On an annual basis, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

VI. LIQUIDATED DAMAGES AND CORRECTIVE ACTION PLANS: Section 2.51.2 of the IFB (Liquidated Damages and Corrective Action Plans) is hereby amended to delete and replace in the entirety the following which is fully and wholly incorporated herein:

Liquidated Damages and Corrective Action Plans

DOM may require corrective action in the event that any deliverable, report or the like should indicate that the Contractor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and manner in which each

deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM. DOM may accept the plan as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency, and shall be entitled to exercise any other right or remedy available. The Contractor shall publish on their public website any corrective action plan approved by DOM within ten (10) business days of DOM approval and the Contractor shall maintain the document on the site through the contract term.

Because performance failures by the Contractor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Contractor pursuant to this section, and deduct the amount of the damages from any payments due the Contractor. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. DOM may assess damages for specific performance failures set forth below. DOM may assess higher liquidated damages amounts when the Contractor consistently fails to meet specific performance standards and the deficient performance has not been corrected. DOM may, at its sole discretion, assess damages between \$1 and \$5,000 for each failure that occurs or remains uncorrected.

Assessment of actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State and Federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

1. Failure of Contractor to correctly authorize, schedule and provide NET Services, where DOM determines that there is a pattern of such failures. (\$5,000 per calendar day)
2. Failure by Contractor to educate beneficiaries, Medicaid Providers and transportation providers and carriers, where DOM determines that there is a pattern of such failures. (\$750 per instance)
3. Failure by Contractor to maintain a current Provider Manuals or Operations Procedures Manual. (\$250 per calendar day)
4. Failure by Contractor to ensure that drivers and vehicles meet the minimum requirements or failure by Contractor to perform required vehicle inspections. (\$1,000 per instance)
5. Failure by Contractor to maintain a NET Provider network sufficient to meet the standards of the Contract, as determined by DOM. (\$1,000 per calendar day)

6. Failure by Contractor to make timely payment to providers and drivers as required in this IFB, where DOM determines that there is a pattern of such failures. (\$1,000 per instance)
7. Failure by Contractor to meet the quality assurance and monitoring requirements, including Customer Satisfaction Survey, detailed in the quality assurance plan and monitoring plan. (\$1,000 per instance)
8. Failure by Contractor to develop or maintain all required electronic and data systems. (\$2,500 per calendar day)
9. Failure by the Contractor to comply with reporting requirements set forth in this IFB. (\$250 per instance, per calendar day)
10. Failure by Contractor to maintain staffing levels, to meet the standards outlined in this IFB. (\$2,500 per calendar day)
11. Failure by Contractor to conduct pre-transportation and post-transportation validation checks as required in this IFB. (\$250 per instance)
12. Failure by Contractor to authorize and schedule NET Services within the timeframes set forth in this IFB. (\$200 per instance)
13. Failure by Contractor to submit to DOM, by the due date, any material required by the Contract. DOM may access \$250 per instance per calendar day past the due date the material. (\$250 per instance, per calendar day)
14. Failure of Contractor to comply with the close out and turnover requirements of this IFB may result in the assessment of damages of up to \$25,000, which, if imposed, shall be deducted from the final payment to be made to Contractor.
15. Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or IFB not specifically enumerated herein. (between \$1 and \$5,000 for each failure)
16. Failure by Contractor to submit timely and accurate Encounter Data (paid, amended or denied). (\$5,000 per month the encounter data is not submitted)
17. Failure by the Contractor to resubmit rejected files with all of the required data elements in the correct format by the Contractor within fourteen (14) calendar days from the date the Contractor received the rejected file. (\$500 per instance)
18. Failure by the Contractor to adjust or void encounter claim files within fourteen (14) calendar days of notification by DOM. (\$500 per instance)
19. Failure by the Contractor to obtain approval in writing by the Division of Medicaid for material requiring DOM approval as outlined in the IFB. (\$250 per instance)
20. Failure to obtain signed agreement/acknowledgement forms or submit form to DOM in accordance with this IFB. (\$250 per instance, per day the Contractor fails to obtain or provide the signed agreement/acknowledgment form) Failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may

assess liquidated damages in the amount of \$500 per business day until the CAP is submitted.

21. Failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP; DOM may assess \$500 per business day until the CAP is completed.
22. Failure by the Contractor to submit to DOM within one (1) business day the Contractor staff that no longer needs access to the Mississippi Enterprise System/Mississippi Medicaid Information System may result in liquidated damages in the amount of \$100 per business day for the days the information is not submitted.
23. Failure by the Contractor to pay at least ninety percent (90%) of all “clean claims” within forty-five (45) days following. (between \$1 and \$5,000)
24. Failure by the Contractor to pay at least ninety-nine percent (99%) of all “clean claims” within ninety (90) days following. (between \$1 and \$5,000)

Because performance failures by the Contractor may cause DOM to incur actual damages, DOM may assess liquidated damages against the Contractor to compensate for actual losses and deduct the amount of the damages from any payments due the Contractor. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM.

The Contractor shall publish on their public website any actual or liquidated damages approved by DOM within ten (10) business days of approval and maintain the document on the site through the contract term.

VII. MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM and the PPRB for approval prior to the effective date of such modification or change.

The only representatives authorized to modify this contract on behalf of DOM and Contractor is shown below:

Contractor: Chief Executive Officer

DOM: Executive Director

VIII. NOTICES: Any notice from one party to the other under this Agreement shall be given in accordance with IFB Section 4.4, and shall be addressed as follows:

- A. In case of notice to Contractor:
President and CEO

6360 I-55 North Suite 201
Jackson, MS 39211

B. In case of notice to DOM:
Executive Director
550 High Street, Suite 1000
Jackson, MS 39201

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

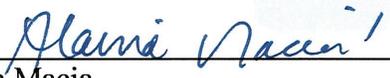
Mississippi Division of Medicaid

By: 

Drew L. Snyder
Executive Director

Date: September 17, 2010

Medical Transportation Management, Inc.

By: 

Alaina Macia
President and CEO

Date: 9/21/2018

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 Contractual Agreement 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 September A.D., 2018.

Pamela M. Thomas
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF Missouri
COUNTY OF St. Louis

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Alaina Macia**, in his/her respective capacity as the **President and CEO of Medical Transportation Management, Inc.**, who acknowledged to me, being first duly authorized by said corporation that he/she signed and delivered the above and foregoing written Contractual Agreement 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 21st day of September A.D., 2018.

Dana Tod
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6/12/2021



DANA TOD
My Commission Expires
June 12, 2021
St. Charles County
Commission #13492978