

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 2

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 21-630-8000-0017 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD,” and the **Health Services Advisory Group, Inc.**, hereinafter referred to as the “Contractor”.

The purpose of this contract Amendment is to include additional deliverables to the Contractor’s Scope of Work resulting from CMS approval of HSD’s 1115 Demonstration Waiver Amendment #2.

UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISIONS OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLOWING PROVIIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:

Section 2, Compensation, is amended to read as follows:

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit A, Scope of Work, compensation not to exceed one million three hundred seventy two thousand three hundred twenty four dollars (\$1,372,324) including gross receipts tax if applicable. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred seven thousand one hundred fifty eight dollars (\$107,158) including gross receipts tax, if applicable, for SFY21.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred fifty four thousand nine hundred forty eight (\$154,948) including gross receipts tax, if applicable, for SFY22.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed three hundred ten thousand nine hundred fifty five dollars (\$310,955) including gross receipts tax, if applicable, for SFY23.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation of two hundred sixteen thousand one hundred sixteen dollars and fifteen cents (\$216,116.15) for Aim 4 and Aim 5 Behavioral Health related measures and one hundred seventeen thousand five hundred thirty four dollars and eighty five cents (\$117,534.85) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed three hundred thirty three thousand six hundred fifty one dollars (\$333,651) including gross receipts tax, if applicable, for SFY24.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation of one hundred seventy six thousand four hundred one dollar and fifteen cents (\$176,401.15) for Aim 4 and Aim 5 Behavioral Health related measures and one hundred seventeen thousand five hundred thirty four dollars and eighty five cents (\$117,534.85) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed two hundred ninety three thousand nine hundred thirty six dollars (\$293,936) including gross receipts tax, if applicable, for SFY25.

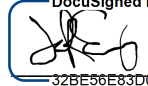
The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation of ninety eight thousand one hundred one dollar and ninety three cents (\$98,101.93) for Aim 4 and Aim 5 Behavioral Health related measures and seventy three thousand five hundred seventy four dollars and seven cents (\$73,574.07) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed one hundred seventy one thousand six hundred seventy six dollars (\$171,676) including gross receipts tax, if applicable, for SFY26.

Exhibit A, Amended Scope of Work, Section C, Specifications for Design Plan, is added, attached hereto and referenced in this amendment.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Human Services Department.

By:  Date: 6/28/2023
DocuSigned by: 80C464904DG542C...
HSD Cabinet Secretary

By:  Date: 6/27/2023
DocuSigned by: 32BE56E53D064CE...
HSD Office of General Counsel

By: Carolee A. Graham Date: 6/27/2023
DocuSigned by: FB15A90045214DA...
HSD Chief Financial Officer

By: Mary Ellen Dalton Date: 6/27/2023
DocuSigned by: 5A6EBD2BF26E43D...
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract

ID Number: 03-056846-00-3

By: AnnMarie Lucero Date: 6/29/2023
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Contract Review Bureau

By: Valerie Pauk Date: 07/26/2023
Contract Review Bureau

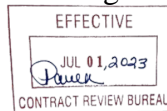


Exhibit A

Amended Scope of Work

- C. Specifications for Design Plan – Attachment J in new STCs and CFR§ 431.424 Evaluation requirements.

STC 134 Draft Evaluation Design

The Contractor will deliver to HSD, a draft Evaluation Design developed in accordance with Attachment J (Developing the Evaluation Design) of the STCs and all applicable Evaluation Design guidance included in Waiver Amendment #2 no later than one hundred (100) days after the approval of the amendment. Any modifications to the existing approved Evaluation Design will not affect previously established requirements and timelines for report submission for the demonstration, if applicable.

STC 135 Evaluation Budget

A budget for the evaluation must be provided with the draft Evaluation Design. It will include the total estimated cost, as well as a breakdown of estimated staff, administrative and other costs for all aspects of the evaluation such as any survey and measurement development, quantitative and qualitative data collection and cleaning, analyses and report generation. A justification of the costs may be required by CMS if the estimates provided do not appear to sufficiently cover the costs of the design or if CMS finds that the design is not sufficiently developed, or if the estimates appear to be excessive.

STC 136 Evaluation Questions and Hypothesis

Consistent with Attachments J and K (Developing the Evaluation Design and Preparing the Evaluation Report) of the STCs, the evaluation documents must include a discussion of the evaluation questions and hypotheses that the state intends to test. Each demonstration component should have at least one evaluation question and hypothesis. The hypothesis testing should include, where possible, assessment of both process and outcome measures. Proposed measures should be selected from nationally-recognized sources and national measures sets, where possible. The Contractor will revise the current design plan to include revisions of identified measures within the current design plan with a justification for revisions, amendment hypotheses components and measures for SMI, HFW, and expanded enrollment in HCBS services (see Attachment J for hypothesis guidance).

Hypotheses for the SMI component must map to the SMI goals of the demonstration including reducing utilization and lengths of stay in EDs, reducing preventable readmissions to acute care hospitals and residential settings, improving the availability of crisis stabilization services, improving access to community-based services, and improving care coordination.

Hypotheses specific to HFW must, at a minimum, test the impacts of intensive care coordination and treatment planning on beneficiaries/families.

For expanded enrollment in HCBS, hypotheses must test the impact of the programs on all relevant populations focused on beneficiaries' experience of care, access to care, provision and utilization of care, the quality, efficiency, and coordination of care centered on rebalancing and community integration, and the costs of care.

STC 137 Evaluation Design Approval and Updates

The Contractor will deliver to HSD, the revised draft Evaluation Design within thirty (30) days after receipt of CMS' comments.