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CFDA 93.563, 93.719, 93.767 and

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
INFORMATION TECHNOLOGY AGREEMENT
AMENDMENT NO. 10**

SPD # PSC 10-630-00-18244 (the "Agreement")
Amendment No. 10

THIS AMENDMENT NO. 10 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency" and **Conduent State Healthcare, LLC** (formerly known as Xerox State Healthcare, LLC), hereinafter referred to as the "CONTRACTOR".

The purpose of this Amendment is to:

1. Amend Article 3 – Compensation, Section B (Payment) to adjust the Amended Base Amount and increase cost limits to reflect the modified scope of work and make provisions for additional pass-through cost.
2. Amend Article 3 – Compensation, Section G (Separately Invoiced Items and Services) to include Child Support Enforcement Division (CSED) mailing services.
3. Amend Article 3 – Compensation, Section H.4.(E) to change administrative and handling fees for pass-through services to ten (10) percent.
4. Amend Article 5 to renew the Agreement for a one (1) year period and exercise the option to extend the Agreement (and all associated Amendments) for a one (1) year period, from January 1, 2019 through December 31, 2019
5. Amend Article 12 – ("Contractor Personnel") to require hiring approval for the Customer Service Center Manager.
6. Add Article 42(C) expanding Internal Controls for a System and Organization Controls Type II (SOC 2) Examination Report.
7. Amend Deliverable 24 for required System and Organization Controls Type II Examination Report, identified above in Article 42, covering specific services provided to Medicaid Members relating to security.
8. Amend Deliverable 61.1.1.3 to establish call center within New Mexico.
9. Remove Deliverable 61.4.1.1 and its subtasks 61.4.1.1.1 and 61.4.1.1.2.
10. Amend Deliverable 61.15.1.8 to change Service Level Agreements (SLA) and penalty enforcement based on call volumes and staffing.
11. Remove Deliverable 61.15.1.9 which requires Contractor to send one person per quarter to the call center located outside of New Mexico for the purpose of evaluation and training.
12. Amend Deliverable 61.18.1 to include lower volume tier schedules for the Customer Service Center (CSC).
13. Add Deliverable 62, Provider Enrollment Inspector, to fulfill federal requirements for pre- and post-enrollment provider site visits for Medicaid Providers and as directed by Procuring Agency.

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 FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:

- 1. Terms and Conditions.
 - a. Article 3, Compensation, Paragraphs B, Payment; G, Separately Invoiced Items and Services; and H, Methodology for Execution of Separately Invoiced Items and Services, item 4, subparagraph (E) are amended to read as follows:

ARTICLE 3 - COMPENSATION

B. **Payment.** The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (SFY12 - SFY20) shall not exceed two hundred eleven million, two hundred forty one thousand, one hundred thirty two dollars and ten cents (\$211,241,132.10), the "Amended Base Amount". This amount is exclusive of New Mexico gross receipts tax.

The actual available budget for each State fiscal year shall be identified by the Procuring Agency at the time of renewal. Below is the pricing per State fiscal year for all years:

State Fiscal Year 2012 (ending June, 2012):	\$ 268,360.88
State Fiscal Year 2013 (ending June, 2013):	\$ 23,344,088.35
State Fiscal Year 2014 (ending June, 2014):	\$ 30,084,757.42
State Fiscal Year 2015 (ending June, 2015):	\$ 25,063,321.00
State Fiscal Year 2016 (ending June, 2016):	\$ 25,976,443.74
State Fiscal Year 2017 (ending December, 2016):	\$ 12,814,939.85
State Fiscal Year 2017 (Jan. 2017 – June 2017):	\$ 12,824,246.95
State Fiscal Year 2018 (1 st half: July 2017 – Dec. 2017):	\$ 15,074,338.59
State Fiscal Year 2018 (2 nd half: Jan. 2018 – June 2018) (Base):	\$ 15,796,561.79
State Fiscal Year 2019 (1 st half: July 2018 – Dec. 2018) (Base):	\$ 15,841,796.17
State Fiscal Year 2019 (2 nd half: Jan. 2019 – June 2019) (Base):	\$17,054,315.84
State Fiscal Year 2020 (1 st half: July, 2019 – Dec. 2019) (Base):	\$17,097,961.52

The Amended Base Amount includes a dollar amount for all services as stated in the Scope of Work, as amended, under this Agreement, and set forth in Exhibit A, attached to this Agreement; and Separately Invoiced Items and Services as identified in Article 3(G) of this Agreement; as well as Deliverable 62 (Provider Enrollment Inspector). Payment for the Provider Enrollment Inspector based on allocated position cost.

Payment shall be made upon completion of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the CONTRACTOR's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the CONTRACTOR within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) business days after the end of the State Fiscal Year in which services were delivered. **Payment invoices received after such date WILL NOT BE PAID.**

G. Separately Invoiced Items and Services. The Procuring Agency may authorize the CONTRACTOR to make expenditures and pass through the amount to the Procuring Agency, which shall reimburse the CONTRACTOR. These Separately Invoiced Items and Services are limited to items and services related to the performance of this Agreement and the carrying out of Medicaid program activities, as described in this section, and are not included in payments for the Deliverables contained in Exhibit A – Scope of Work. The CONTRACTOR shall submit an invoice to the Procuring Agency within thirty (30) days of supplying the item or rendering the service. Each invoice shall identify the Deliverables and describe the goods and services delivered and document Procuring Agency's approval of the expenditure. Payment shall be made to the CONTRACTOR for the actual amount of the expense, plus the administrative fee noted in section H(4)(E). Separately Invoiced Items and Services include but are not limited to the following:

1. Postage for communications to providers, clients, drug manufacturers, and third party payers.
2. The annual Diagnosis Related Grouping (DRG) software, guide books, and pricing development, when specifically requested and authorized by the Procuring Agency.
3. Purchase of hardware, software, and telecommunications on behalf of the Procuring Agency and repair of hardware when specifically requested and authorized by the Procuring Agency.
4. For forms and supplies, the Procuring Agency shall reimburse the CONTRACTOR only for claim forms, forms used by providers as attachments to claims, blank laser check stock, 1099 forms, provider enrollment applications, program policy manuals and billing instructions, and envelopes used for mailings to providers or clients. All internal forms and other supplies used by the CONTRACTOR are the financial responsibility of the CONTRACTOR.
5. Printing for communications to providers, clients, and third party payers, only when authorized in advance by the Procuring Agency.
6. Magnetic Swipe Cards, including creating and encoding the cards and postage to mail the cards.
7. Postage and printing costs for special mail-outs as requested by the Procuring Agency.
8. Payerpath until such time as the web portal's Direct Data Entry (DDE) component is implemented and available for use.
9. Pass through costs associated with fingerprinting MiVia participant potential employees
10. Postage and printing for communications from the NM HSD Child Support Enforcement Division (CSED) as they pertain to HSD clients, not to exceed forty nine thousand nine hundred ninety nine dollars (\$49,999) plus gross receipts tax per month. CONTRACTOR shall separate invoicing and track CSED mailing and postage separately from MAD or other entities mailing and postage.

H.4(E) The Procuring Agency shall reimburse the CONTRACTOR for the actual costs of the Separately Invoiced Items and Services, plus an additional amount of ten percent (10%) on those

Separately Invoiced Items and Services identified in Article 3(G), for administration, handling, and invoicing.

b. Article 5, Term, is amended to read as follows:

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT, AND THE STATE PURCHASING AGENT. The term of the Agreement will be for ninety-four (94) months commencing on March 1, 2012 and terminating on December 31, 2019. In no event will the term of the Agreement exceed eight (8) years from March 1, 2012. Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of appropriations in accordance with Article 6.

The Procuring Agency, through this Amendment 10, exercises its option to renew the original Agreement (and all associated Amendments), excluding Deliverable 49, as specified in the Agreement and Amendments, for a one-year period, from January 1, 2019 through December 31, 2019. All other provisions of the paragraph in Article 5 remain intact.

c. Article 12, Contractor Personnel, Paragraph A, is amended to read as follows:

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. CONTRACTOR's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel positions shall include: Executive Account Manager; Deputy Account Manager; MMIS Systems Manager; Provider Relations Manager; Claims/TPL Manager; Financial Manager; Transition/Enhancements Manager; Business Support Unit Manager; Technical Support Manager; Pharmacy Services Manager; and Customer Service Center Manager.

d. Article 42, Internal Controls is amended by adding the following as Paragraph C:

ARTICLE 42 – INTERNAL CONTROLS

C. The CONTRACTOR will provide a SOC 2 Examination Report covering the controls specific to the Services provided to Contract Administrator and relevant to the Trust Services Principles of Security, for the procuring agency. CONTRACTOR shall provide the Procuring Agency a copy the SOC 2 Report as soon as reasonably possible after the conclusion of such examination, but not later than August 15th following each state fiscal year or partial state fiscal year, that the Agreement is in effect and shall cover the previous twelve-month period ending June 30th. If the Agreement expires or is terminated prior to the August 15th deadline in a year in which submission of a Service Audit Report and correction plan is due to

Procuring Agency, the CONTRACTOR’s obligation to submit such report and plan to the Procuring Agency shall survive the expiration or termination of the Agreement.

2. Exhibit A, Scope of Work.

a. Exhibit A, Scope of Work, Deliverable Twenty Four is amended to read as follows:

Deliverable Twenty-Four		Due Date	Compensation
General Fiscal Agent Services— Ongoing Operations [Monthly Fiscal Operations]		Start: January 1, 2013 End: December 31, 2019	Not To Exceed \$17,763,571.48 Amount, plus NM GRT, due per agreed schedule.
Task Item	Subtasks	Description	
24.7 Perform Annual SOC2 Audit beginning January 1, 2019	24.7.1 Complete an Annual, Independent audit before August 15 th , 2019 that Meets the Specifications of SOC 2 in the Security Category	<p>24.7.1.1 The CONTRACTOR will provide a SOC 2 (System and Organization Controls) Type II Examination Report (SOC 2 Report) covering the controls specific to the Services provided to Contract Administrator and relevant to the Trust Services Principles of Security, for the procuring agency.</p> <p>24.7.1.2 The CONTRACTOR shall provide Procuring Agency with a copy the SOC 2 Report as soon as reasonably possible after the conclusion of such examination, but not later than August 15th, 2019 following the state fiscal year or partial state fiscal year, that the Agreement is in effect and shall cover the previous twelve-month period ending June 30th, 2019. If the Agreement expires or is terminated prior to the August 15th deadline in a year in which submission of a Service Audit Report and correction plan is due to Procuring Agency, the CONTRACTOR’s obligation to submit such report and plan to the Procuring Agency shall survive the expiration or termination of the Agreement.</p>	
24.8 Manage Agreed Payment Schedule		<p>24.8.1.1 The CONTRACTOR shall be paid a fixed monthly rate for delivering these operations, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage, according to the following schedule:</p>	

24.8.1 Invoice the State According to the Operations Payment Schedule	24.8.1.1	Jan 1, 2013 – Dec 31, 2013: \$ 205,530.00
	24.8.1.2	Jan 1, 2014 – Dec 31, 2014: \$ 203,916.42
	24.8.1.3	Jan 1, 2015 – Dec 31, 2015: \$ 207,874.67
	24.8.1.4	Jan 1, 2016 – Dec 31, 2016: \$ 209,741.42
	Three renewal years described in Article 5:	
	24.8.1.5	Jan 1, 2017 – Dec 31, 2017: \$ 211,419.50
	24.8.1.6	Jan 1, 2018 – Dec 31, 2018: \$ 213,989.39
24.8.1.7	Jan 1, 2019 – Dec 31, 2019: \$ 227,826.23	

b. Exhibit A, Scope of Work, Deliverable Sixty One, Customer Service Center (CSC) Maintenance and Operations, is amended to read as follows:

Deliverable Sixty-One		Due Date	Compensation
Customer Service Center (CSC) Maintenance and Operations		Start: Jan 1, 2018 or 90 days from the the Effective Date, whichever is later. End: Dec 31, 2019	Not to Exceed: \$12,500,568.38 Amount plus NM GRT, due per agreed payment schedule
Task Item	Subtasks	Description	
61.1 Customer Service Center (CSC)	61.1.1 Customer Service Center (CSC)	61.1.1.1 The CONTRACTOR shall maintain and operate a Customer Service Center (CSC) to respond to inquiries in both Spanish and English from Recipients and the general public regarding Public Assistance Programs that include Medicaid, Supplemental Assistance Nutrition Assistance Program (SNAP), Cash Assistance, Low Income Home Energy Assistance Program (LIHEAP), YESNM, and NM Works administered by the Procuring Agency. 61.1.1.2 The CONTRACTOR shall document in ASPEN case comments all interactions pertaining to Recipient inquiries to include emails, calls, correspondence and voicemail.	

<p>61.2 Staffing</p>	<p>61.2.1 Maintain adequate Staff levels for the CSC</p>	<p>61.1.1.3 CSC must be established within New Mexico.</p> <p>61.1.1.4 The CONTRACTOR shall provide the Recipient with the contact information of State resources in a particular county upon request.</p> <p>61.1.1.5 The CONTRACTOR shall identify discrepancies between Omnicaid and ASPEN and make referrals to MAD or the client's local ISD office as necessary to resolve.</p> <p>61.1.1.6 The CONTRACTOR will ensure the availability of staff fluent in Spanish to speak to Applicant and/or Recipient whose primary fluency is Spanish.</p> <p>61.1.1.7 If language is other than Spanish, the CONTRACTOR will utilize a contracted translation service.</p> <p>61.1.1.8 The CONTRACTOR will respond to calls concerning verification of coverage, questions concerning managed care enrollment or status requests for replacement ID cards, and other eligibility and enrollment issues except those requiring the explicit interpretation of Medicaid Program policy or recipient eligibility policy, as directed by the Procuring Agency.</p> <p>61.1.1.9 At the option of the Procuring Agency, the CONTRACTOR shall use existing systems to support the new CSC:</p> <ul style="list-style-type: none">61.1.1.9.1 Communications Management System61.1.1.9.2 Call Management System61.1.1.9.3 Contact Tracking System61.1.1.9.4 Modular Messaging System61.1.1.9.5 Call Recording System <p>61.2.1.1 The CONTRACTOR shall hire and train additional personnel as needed to maintain staff levels in the CSC and respond to Recipient phone calls, emails, webmail and voicemails to meet SLAs.</p> <p>61.2.1.2 The CONTRACTOR will ensure that each CSC staff member meets the following qualifications prior to taking a call:</p> <ul style="list-style-type: none">61.2.1.2.1 Is knowledgeable of the Procuring Agency's Income Support
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<p>61.3 Reporting</p>	<p>61.3.1 Schedule Reporting</p>	<p>Programs;</p> <p>61.2.1.2.2 Has access to, understands, and can navigate Omnicaid, ASPEN and YESNM;</p> <p>61.2.1.2.3 Completes ISD approved training based on approved training curriculum provided by ISD;</p> <p>61.2.1.2.4 Understands eligibility and Managed Care Enrollment policies; and</p> <p>61.2.1.2.5 Understands the ISD phone tree selections to route according to the ISD qualifications and instructions.</p> <p>61.3.1.1 The CONTRACTOR shall monitor the performance of the CSC. Reports shall be sent Weekly and Monthly to the Procuring Agency throughout the term of the Agreement or more frequently as requested by the Procuring Agency when there is a performance issue.</p> <p>61.3.1.2 The CONTRACTOR shall report the following measures:</p> <ul style="list-style-type: none">• Total calls received• Total calls by queue• Total number of calls answered• Percentage of calls answered• Abandonment rate percentage• Total calls abandoned• Total abandoned by caller in 30 seconds or less• Total abandoned by caller in 1 minute or less• Average wait before call• Average speed of answer• Average handle time• Calls routed to voice message by agents• Voicemails returned within 24 hours• Staffing levels<ul style="list-style-type: none">○ Agent stats○ Number of calls taken○ Average handle time○ Available time○ Number of calls transferred to ISD
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		<p>61.3.1.3 The CONTRACTOR shall report each measure for both Spanish and English calls for the following system queues:</p> <ul style="list-style-type: none"> • Status • YESNM • Institutional Care Provider • Institutional Care Recipient • Medicaid <p>61.3.1.4 The CONTRACTOR shall send the Procuring Agency daily reports for the first 90 days.</p> <p>61.3.1.5 The CONTRACTOR shall report YESNM Medicaid application numbers on a weekly basis to the Procuring Agency.</p> <p>61.3.1.6 The CONTRACTOR shall triage and respond to YESNM webmail and report the number of inquiries and resolutions to the Procuring Agency on a weekly basis</p>
61.4 Removed	61.4.1 Removed	61.4.1.1 This and all subrequirements are removed by Amendment 10.
61.5 YESNM	61.5.1 YESNM Specifications	<p>61.5.1.1 The CONTRACTOR shall provide support to YESNM users for navigation and password resets.</p> <p>61.5.1.2 The CONTRACTOR shall respond to all emails submitted to YESNM via webmail and if unable to answer will be forwarded to ISD CSC.</p> <p>61.5.1.3 The CONTRACTOR will assist Recipient in completing YESNM Medicaid Applications over the phone.</p> <p>61.5.1.4 The CONTRACTOR shall provide assistance to Recipient in linking YESNM accounts to their ISD Case Number.</p>
61.6 Restitution	61.6.1 Restitution Specifications	61.6.1.1 The CONTRACTOR shall refer Recipients who are calling regarding an over payment correspondence to 1 800 431 4593.
61.7 Child Support	61.7.1 Child Support Specifications	61.7.1.1 The CONTRACTOR shall refer the Recipients to 1 800 432 6217 option 3 if Recipient is calling regarding child support information or has questions regarding child support.

<p>61.8 NM Works</p>	<p>61.8.1 NM Works Specifications</p>	<p>61.8.1.1 If the Recipient is calling in regard to contacting NM Works, then the CONTRACTOR will provide local NM Works office number.</p>
<p>61.9 IC/Waiver</p>	<p>61.9.1 IC/Waiver Specifications</p>	<p>61.9.1.1 If Recipient is calling regarding IC/Waiver, then the CONTRACTOR will verify the authorized representative to provide case information. The CONTRACTOR can advise caller to designate an authorized representative to complete or use the benefits being requested. If caller is not the authorized representative or has not designated an authorized representative, then no information can be released.</p> <p>61.9.1.2 If Provider is calling regarding IC/Waiver, then the CONTRACTOR will verify if provider is listed on the MAD 344. If Provider is not listed on the MAD 344, then the CONTRACTOR can only release status of pending, approved or denied. If CONTRACTOR is unable to resolve, then CONTRACTOR will transfer call to IC/Waiver Unit.</p>
<p>61.10 Medicaid</p>	<p>61.10.1 Medicaid Specifications</p>	<p>61.10.1.1 The CONTRACTOR shall respond to all eligibility inquiries.</p> <p>61.10.1.2 The CONTRACTOR shall determine if MCO Change is less than 90 days from approval, and if it is less than 90 days from approval, then update and approve. The CONTRACTOR shall provide address to Medical Assistance Division and instruct Recipient to send letter of reason for the change if more than 90 days after initial approval.</p> <p>61.10.1.3 If the Recipient is calling regarding a PED application and/or required documentation submitted 24 calendar days or more, then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted 24 calendar days or more, the CONTRACTOR will transfer call to ISD CSC.</p> <p>61.10.1.4 The CONTRACTOR shall forward all calls to ISD CSC if the Recipient is calling to request retroactive eligibility.</p>

61.11 SNAP	61.11.1 SNAP Specifications	<p>61.11.1.1 If the Recipient is calling regarding application and/or required documentation submitted less or equal to 24 calendar days then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days the CONTRACTOR will transfer call to ISD CSC.</p> <p>61.11.1.2 If Recipient indicates they are unable to make scheduled interview or the interview has passed, the CONTRACTOR will escalate to ISD CSC. If the Recipient wants to wait on the line for ISD and complete an interview, the CONTRACTOR will transfer the call to ISD CSC.</p>
61.12 CASH Assistance	61.12.1 CASH Assistance Specifications	<p>61.12.1.1 If the Recipient is calling regarding application and/or required documentation submitted less than or equal to 24 calendar days then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days, then the CONTRACTOR will transfer call to ISD CSC.</p> <p>61.12.1.2 The CONTRACTOR will transfer Recipient to the ISD CSC interview line if Recipient has missed scheduled appointment.</p> <p>61.12.1.3 If Recipient is unable to make scheduled interview, then the CONTRACTOR will transfer to the ISD CSC.</p> <p>61.12.1.4 If Recipient has received a sanction notice, then the CONTRACTOR will review correspondence, specifically the notice of adverse action and case comments. If not resolved, then the CONTRACTOR will transfer to the ISD CSC.</p>
61.13 Energy Assistance/ LIHEAP	61.13.1 Energy Assistance/ LIHEAP Specifications	<p>61.13.1.1 If the Recipient is calling regarding application and/or required documentation submitted less than or equal to 24 calendar days, then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days, then the CONTRACTOR will transfer call to ISD CSC.</p>

<p>61.14 Paris Match</p>	<p>61.14.1 Paris Match Specifications</p>	<p>61.13.1.2 If Recipient has a disconnect notice, then the CONTRACTOR will transfer to ISD CSC.</p> <p>61.13.1.3 If the Recipient indicates that ISD has paid the incorrect vendor, then the CONTRACTOR will determine the vendor paid and get the correct vendor information and escalate to ISD.</p> <p>61.14.1.1 The CONTRACTOR shall instruct the Recipient that proof of residency needs to be provided to ISD and if already provided, then transfer to ISD CSC.</p>
<p>61.15 CSC Assistance Solutions</p>	<p>61.15.1 Customer Service Center Specifications and Service level agreements.</p>	<p>61.15.1.1 The CONTRACTOR will ensure the CSC is equipped with sufficient incoming lines so Recipients and members of the general public are not given a busy signal but are placed on hold to ensure the CSC maximum opportunities for reaching a staff person in the order the calls are received. The telephone route-table content will allow caller to hold. The telephone system will also give callers the option to branch from hold to voice mail during normal business hours.</p> <p>61.15.1.2 The CONTRACTOR will also give callers the option to leave a voice message during business hours or after hours. The CONTRACTOR shall respond to all voice messages left within one (1) business day.</p> <p>61.15.1.3 The CONTRACTOR will respond to all webmail within one (1) business day of receipt of the webmail.</p> <p>61.15.1.4 The CONTRACTOR will ensure CSC agents are not to assist any other Conduent Call Centers. Any violation must be reported.</p> <p>61.15.1.5 The CONTRACTOR will document each telephone and written inquiry using the CONTRACTOR's automated contact tracking system and identify the reason for each inquiry to support management and reporting.</p> <p>61.15.1.6 The CONTRACTOR shall present a satisfaction survey option to callers as part of the quality assurance system, allowing callers to report their experience with CSC. The content of the survey shall be approved by the Procuring Agency prior to implementing the survey option. The CONTRACTOR</p>

	<p>shall tabulate survey responses and provide the Procuring Agency with a monthly summary report.</p> <p>61.15.1.7 The CONTRACTOR shall provide callers with a callback option. Callers must get an in-queue message providing the caller an option of a call back once the caller has been on hold greater than three (3) minutes.</p> <p>61.15.1.8 After six (6) months or earlier if deemed necessary by the Procuring Agency from go-live, the CONTRACTOR and Procuring Agency will meet to re-evaluate actual volumes, average handle time, month-to month progress and other critical statistics to determine if the CONTRACTOR is staffed appropriately for the SLAs and determine if a possible expansion or relocation of the call center is necessary. SLAs and corresponding penalties, including administering a CAP, will not be enforced if either: 1) the CSC call volumes are greater than 55,000 calls per month and CONTRACTOR is staffed at 42 staff, inclusive of agents, supervisors and leads, at least 37 of whom have been on the floor taking calls for two weeks or more and have been trained with knowledge of SNAP, IC Waiver, YESNM, Cash assistance and LIHEAP calls, OR 2) the percentage of calls that require the CONTRACTOR to help the recipient fill out the application is greater than 5% of the total call volume for that month.</p> <p>61.15.1.9 This requirement is removed by Amendment 10.</p> <p>61.15.1.10 The CONTRACTOR will ensure average speed of answer shall not exceed, on average more than two (2) minutes as measured on a monthly basis.</p> <p>61.15.1.11 The CONTRACTOR will ensure the CSC call abandonment rate does not exceed 10%, as measured on a monthly basis.</p> <p>61.15.1.12 The CONTRACTOR will ensure the CSC is available Monday through Friday from 8:00 AM to 5:00 PM Mountain Time, except for holidays approved by the Procuring Agency, to receive and respond to provider inquiries unless the Procuring Agency approves other hours of operation.</p>
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61.15.1.13 The CONTRACTOR will ensure CSC holiday schedule observes all state holidays.

61.15.1.14 The CONTRACTOR will provide a corrective action plan to the Procuring Agency if the abandonment rate exceeds 10% and/or average speed of answer exceed the maximum average two (2) minute. An excessive number of calls routed to voicemail by agents, as determined by the Procuring Agency, may prompt a request for corrective action.

61.15.1.15 For failure to meet average speed of answer or abandonment rate/percentage requirement the CONTRACTOR shall pay the Procuring Agency 2% of monthly compensation per week for which average speed of answer exceed two (2) minutes or abandonment rate exceed 10%. If average speed of answer or abandonment rate requirements are out of compliance beyond 20 business days the CONTRACTOR shall pay the Procuring Agency 3% of monthly compensation per week. If average speed of answer or abandonment rate requirements are out of compliance beyond 30 business days the CONTRACTOR shall pay the Procuring Agency 5% of monthly compensation per week. Penalty assessments will be capped at one thousand dollars (\$1,000.00) per day or ten percent (10%) of the total aggregate monthly invoice, whichever is smaller.

61.15.1.16 For failure to deliver a CAP within ten (10) business days of notification by the Procuring Agency, the CONTRACTOR shall pay the Procuring Agency 2% of monthly compensation per day that the CAP is late.

61.15.1.17 The maximum total amount of liquidated damages and/or penalties that PROCURING AGENCY may assess for a calendar month for all performance requirements outlined in this Amendment 8 that CONTRACTOR fails to meet in that calendar month will not exceed Thirty Thousand Dollars and No Cents (\$30,000.00). Thus, for example, if a penalty is assessed pursuant to both Sections 61.15.1.16 (above) and 61.16.1.1 (below) in one calendar month, then maximum amount of penalties that PROCURING AGENCY may assess for that

<p>61.16 Incentives</p>	<p>61.16.1 Incentive payment</p>	<p>month is Thirty Thousand Dollars and No Cents (\$30,000.00).</p> <p>61.16.1.1 First Call Resolution (FCR): Number of FCR / Total Call. If CONTRACTOR achieves 95% FCR as measured on a monthly basis excluding required transfers Procuring agency will compensate the CONTRACTOR 1% of monthly compensation.</p>
<p>61.17 Provide Turnover Support upon request</p>	<p>61.17.1 Receive notice from Procuring Agency</p>	<p>61.17.1.1 With three (3) months notice, the Procuring Agency may elect to take over the CSC function or transfer it to another CONTRACTOR.</p> <p>61.17.1.2 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for CSC function, the CONTRACTOR shall provide a statement of the resources that will be required by the Procuring Agency or another CONTRACTOR to take over operation of the CSC, including estimates of numbers, type, and other resources.</p> <p>61.17.1.3 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for the CSC function, the CONTRACTOR shall turn over procedure manuals, performance reports, training materials and any other documentation related to the operation of CSC.</p> <p>61.17.1.4 The CONTRACTOR shall train the staff of the PROCURING AGENCY or its designated agent in the operation of the CSC.</p> <p>61.17.1.5 The CONTRACTOR shall not prohibit any staff or management working for the CSC from choosing to accept a position with the State of New Mexico.</p>
<p>61.18 Manage Agreed Payment Schedule for Customer Service Center</p>	<p>61.18.1 Invoice the State According to the Agreed Monthly Rates if State Exercises this Option</p>	<p>61.18.1.1 For as long as the PROCURING AGENCY exercises this option, the CONTRACTOR shall be paid a monthly rate based on total call volume for the month recorded on the last business day of the month for delivering these operations, plus the applicable New Mexico gross receipts Tax (NM GRT) for that month according to the Volume Tier Schedule below:</p> <p>Operations cost for the go-live month will be prorated and invoiced at the end of the go-live month. The prorated cost</p>

per day will be calculated as the monthly volume tier's price divided by the number of business days in the go-live month. The volume tier will be determined by multiplying average number of calendar days in the month. Added to this is the applicable New Mexico gross receipts Tax (NMGRT) for that month.

Volume Tier Schedule

Up to 35,000 calls/month

Oct 1, 2018 – Dec 31, 2018 - \$284,000.00

Jan 2, 2019 - Dec 31, 2019 - \$289,000.00

35,001 - 40,000 calls/month

Oct 1, 2018 – Dec 31, 2018 - \$298,000.00

Jan 2, 2019 - Dec 31, 2019 - \$304,000.00

40,001 - 45,000 calls/month

Oct 1, 2018 – Dec 31, 2018 - \$312,000.00

Jan 2, 2019 - Dec 31, 2019 - \$319,000.00

45,001 - 50,000 calls/month

Oct 1, 2017 – Dec 31, 2017 - \$318,531.17

Jan 1, 2018 – Dec 31, 2018 - \$326,430.25

Jan 2, 2019 - Dec 31, 2019 - \$334,447.92

50,001 - 55,000 calls/month

Oct 1, 2017 – Dec 31, 2017 - \$338,831.17

Jan 1, 2018 – Dec 31, 2018 - \$347,130.25

Jan 2, 2019 - Dec 31, 2019 - \$355,747.92

55,001 - 60,000 calls/month

Oct 1, 2017 – Dec 31, 2017 - \$359,031.17

Jan 1, 2018 – Dec 31, 2018 - \$367,930.25

Jan 2, 2019 - Dec 31, 2019 - \$376,947.92

60,001 - 65,000 calls/month

Oct 1, 2017 – Dec 31, 2017 - \$379,331.17

Jan 1, 2018 – Dec 31, 2018 - \$388,630.25

Jan 2, 2019 - Dec 31, 2019 - \$398,147.92

65,001 - 70,000 calls/month

Oct 1, 2017 – Dec 31, 2017 - \$399,531.17

	<p>Jan 1, 2018 – Dec 31, 2018 - \$409,330.25 Jan 2, 2019 - Dec 31, 2019 - \$419,447.92</p> <p>70,001 - 75,000 calls/month Oct 1, 2017 – Dec 31, 2017 - \$419,831.17 Jan 1, 2018 – Dec 31, 2018 - \$430,130.25 Jan 1, 2019 - Dec 31, 2019 - \$440,647.92</p> <p>75,001 - 80,000 calls/month Oct 1, 2017 – Dec 31, 2017 - \$440,031.17 Jan 1, 2018 – Dec 31, 2018 - \$450,830.25 Jan 2, 2019 - Dec 31, 2019 - \$461,847.92</p> <p>80,001+ calls/month Oct 1, 2017 – Dec 31, 2017 - \$460,331.17 Jan 1, 2018 – Dec 31, 2018 - \$471,530.25 Jan 2, 2019 - Dec 31, 2019 - \$483,147.92</p>
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c. Exhibit A, Scope of Work, Deliverable Sixty Two, Provider Enrollment Staff Inspector, is added and reads as follows:

Deliverable Sixty-Two		Due Date	Compensation
Provider Enrollment Staff Inspector		Start: January 2, 2019 End: December 31, 2019	Not to Exceed: \$111,675.24 Amount, plus NM GRT, due per agreed schedule
Task Item	Subtasks	Description	
62.1 Add Provider Enrollment Staff Inspector	62.1.1 Employ Provider Enrollment Inspector	62.1.1.1 The CONTRACTOR shall employ an additional Provider Enrollment Inspector beyond the minimum staffing levels proposed by the CONTRACTOR and accepted by the procuring agency and shall incorporate this staff into the CONTRACTOR's existing organizational structure. Such Staff will be used to execute tasks related to the performance of this Agreement and the carrying out of Medicaid program activities.	
	62.1.2 Invoice	62.1.2.1 The Procuring Agency shall pay the CONTRACTOR	

	<p>the State According to the Agreed Monthly Rates for Inspector.</p> <p>62.1.3 Federally required pre- and post-enrollment provider site visits.</p>	<p>a monthly rate for the position.</p> <p>62.1.2.3 The monthly rate for the inspector by Procuring Agency shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>Jan 2, 2019 – Dec 31, 2019: \$9,306.27</p> <p>62.1.3.1 A provider that is classified as “moderate risk level” or “high risk level” cannot be enrolled or revalidated until a successful site visit conducted by the CONTRACTOR has been completed. This includes facilities within New Mexico and Border Providers as indicated and defined in OmniCaid. Reason for visit are as follows:</p> <ul style="list-style-type: none"> • Initial/Change • Revalidation (re-verification) Turn -around Document (TAD) • Appeal • Ad Hoc/Unannounced Visit <p>62.1.3.2 Provider types that are subject to the site visit requirement are as follows:</p> <ul style="list-style-type: none"> • 361 Home Health Agency • 414 Medical Supply Company • 336 Orthotist • 337 Prosthetist • 338 Prosthetist & Orthotist • 351 Lab, Clinical Freestanding • 353 Laboratory, Clinical with Radiology • 354 Laboratory, Physiological • 362 Hospice • 402 Ambulance, Ground • 433 Clinic, Mental Health Center - DOH Certified (CMHC) • 446 Core Service Agency • 455 Rehabilitation Facility, Comprehensive Outpatient (CORF) • 352 Radiology Facility • 453 Physical Therapist, Licensed & Certified • 454 Physical Therapist, Licensed, Not Certified
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	<p>62.1.4 Medical Assistance Division Program Policy Bureau Responsibility</p> <p>62.1.5 Onsite Visits when new staff joins provider practice</p>	<p>62.1.3.3 Any Provider whose risk level was elevated to “moderate” or “high” in accordance with 42 CFR 455.450 (e) and whose facilities are within the State of New Mexico or designated Border Providers.</p> <p>62.1.3.4 The CONTRACTOR shall pay all expenses for travel to site visits, which will not exceed 50% of the working days of the year. In certain instances, as identified by Program Policy Bureau, the site visit may be conducted over the phone.</p> <p>62.1.4.1 The Program Policy Bureau will determine when a provider site visit must be conducted. Program Policy Bureau will communicate with the CONTRACTOR to perform the site visit. CONTRACTOR will use the designated MAD form when conducting an onsite visit. Visit types will include: Initial or Change, Revalidation (every 3 years), Appeal, and Ad Hoc or Unannounced Visit.</p> <p>62.1.4.2 The CONTRACTOR must conduct visit within 10 business days from date when the Program Policy Bureau notifies Procuring Agency that a visit is required.</p> <p>62.1.4.3 The CONTRACTOR cannot be required to complete the site visit within 10 business days when the provider is unwilling or unable to accommodate requested schedule. The CONTRACTOR will notify the Procuring Agency of any issues encountered in this regard when scheduling onsite visit.</p> <p>62.1.5.1 When a site visit is required for a provider that has submitted a Revalidation, also known as Turn-around Document (TAD), the time it takes the CONTRACTOR to complete the site visit shall not be included in the 5-day period required by the CONTRACTOR to complete the TAD process.</p> <p>62.1.5.2 The CONTRACTOR is not required to complete an onsite visit when new staff joins the provider practice if a passing pre-enrollment onsite visit was previously conducted or as directed by Program Policy Bureau.</p>
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All Other Articles, Terms, Conditions And Deliverables of PSC 12 630-8000-0015, the Agreement, and all subsequent Amendments, remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the State Purchasing Division, below, or a specified date, whichever is later.

By: [Signature] Date: 12/10/18
Bret Earnest, Cabinet Secretary
Human Services Department

By: [Signature] Date: 12/10/18
Danny Sandoval, Chief Financial Officer
Human Services Department

By: [Signature] Date: 12/5/18
Sean Pearson, Chief Information Officer
Human Services Department

By: [Signature] Date: 12/2/2018
Donna Migoni, Senior Vice President
Conduent State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By: [Signature] Date: 12/6/18
Christopher Collins, General Counsel
Human Services Department

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: [Signature] Date: Dec 12 2018
Maria R. Sanchez, Acting State CIO
Department of Information Technology

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. ^{Taxation and Revenue only verifying the registration} and will not confirm or deny taxability status contained in this contract. ID Number: **02-408915-000**

By: [Signature] Date: 12-10-18
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 12/12/18
State Purchasing Agent