

State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000029957
Xerox State Healthcare, LLC
9040 Roswell Road, Suite 700
Atlanta, GA 30350

Telephone No. 770-829-1366

Contract Number: 10-630-00-18244

Contract Amendment No.: Four

Term: March 12, 2012 - December 16, 2016

Ship to:
New Mexico Department of Human Services
1474 Rodeo Road
Santa Fe, NM 87505

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:
Same as "Ship To:"

For questions regarding this Contract please contact:

Everet Apodaca 505-827-3135

Title: **Medicaid Fiscal Agent Services**

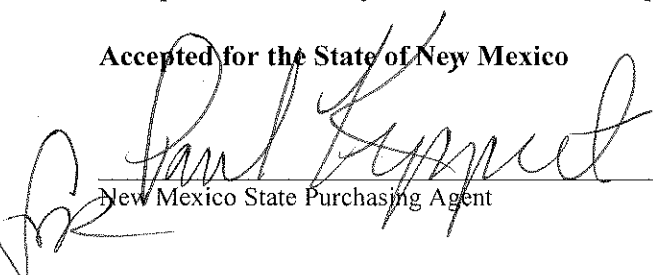
This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately.

See attached Contract Amendment for amendment details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 03/31/2014

State of New Mexico
Procuring Agency of Human Services
Information Technology Agreement Amendment No. 4

SPD # PSC 10-630-00-18244 A4

THIS CONTRACT AMENDMENT NO. 4 to Information Technology Agreement, PSC 12-630-8000-0015 (“Agreement”) is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “Procuring Agency” or “PROCURING AGENCY” and Xerox State Healthcare, LLC, hereinafter referred to as the “CONTRACTOR” and collectively referred to as the “Parties”.

The purpose of this Amendment is to:

1. Modify Article 3.B to increase the cost limits to reflect the modified scope of work.
2. Add PRISM software to the Appendix 1 list of items named as Software as a Service (“Saas”), as referenced by Article 9.A.5.
3. Modify Article 18 to clarify contractor liability associated with the Clinical Decision Support System scope of work.
4. Modify Deliverable #23 to reflect the increased Mi Via scope of work and total compensation due to the implementation of Phase 2 of the HIPAA Operating Rules.
5. Add Deliverable #53 to provide the Procuring Agency with the use of a customized Clinical Decision Support System.
6. Add Deliverable #54 to provide the Procuring Agency with ongoing operations and maintenance of the Clinical Decision Support System.
7. Add Deliverable #55 to enhance the Medicaid Management Information System (MMIS) and the CONTRACTOR’s HIPAA Translation Solution to meet the requirements of Phase 2 of the HIPAA Operating Rules.
8. Add Deliverable #56 to provide ongoing operational support for Phase 2 of the HIPAA Operating Rules.

WHEREAS, the parties hereto desire to amend and/or add other provisions to the Agreement;

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. General Provisions. This Amendment No. 4 shall be deemed and considered as part of the Agreement for all purposes.

2. Miscellaneous. Except as expressly set forth herein, this Amendment No. 4 shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue to remain in full force and effect and binding upon the parties.

Article 3, Compensation, Paragraph B, is amended 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 – SFY16) shall not exceed \$116,775,941.58, (the “Base Amount”) excluding optional Deliverable 50, which amount is inclusive 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, including renewals, excluding the optional Deliverable 50:

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):	\$ 24,895,594.20
State Fiscal Year 2016 (ending June, 2016):	\$ 25,368,200.88
State Fiscal Year 2017 (ending December, 2016)(Base):	\$ 12,814,939.85
State Fiscal Year 2017 (Jan. 2017 – June 2017)(Option):	\$ 12,962,991.55
State Fiscal Year 2018 (ending June, 2018)(Option Yr):	\$ 26,204,552.06
State Fiscal Year 2019 (ending June, 2019)(Option Yr):	\$ 26,763,020.82
State Fiscal Year 2020 (ending June, 2020)(Option Yr):	\$ 13,535,341.14

The Base Amount includes all services as stated in the Scope of Work, as amended, under this Agreement, except for optional Deliverable 50, 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, such Separately Invoiced Items and Services shall have a maximum State Fiscal Year amount of \$1,500,000.00.

Payment. The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (SFY12 – SFY16) for optional Deliverable 50 shall not exceed \$2,416,161.04 (the “Base Amount”), which amount is inclusive of New Mexico gross receipts tax. This option may only be exercised in SFY14. The necessary budget for optional Deliverable 50 shall be identified and encumbered by the Procuring Agency at the time the option is exercised.

The Base Amount also includes a dollar amount from Exhibit A, Amended Scope of Work, Deliverable 23 (Mi Via FMA – Ongoing Operations and Maintenance)(the “Mi Via FMA Services”). Payment for the Mi Via FMA Services is calculated based on estimated Mi Via participants and Mi Via claim counts. After the completion of each State Fiscal Year, if either

the Mi Via participant or Mi Via claims counts for a year vary (over or under) by two and one-half percent (2.5%), the Procuring Agency and the Contractor will negotiate new mutually agreeable rates for Mi Via FMA Services to be effective on the first day of the next State Fiscal Year.

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.**

Article 18, Limitation of Liability, is amended to add paragraph F which reads as follows:

ARTICLE 18 – LIMITATION OF LIABILITY

F. Special Circumstances regarding subcontract between CONTRACTOR and Spectrum Informatics, LLC

1. The CONTRACTOR shall include special terms and conditions in its subcontract with Spectrum Informatics, LLC ("Spectrum") that shall include, but are not limited to:
 - (a) That Procuring Agency is a third-party beneficiary;
 - (b) That the subcontract is entered into for goods and services that are to be directly provided by Spectrum to the Procuring Agency;
 - (c) That the Procuring Agency, the State of New Mexico, its officers, directors, agents, and employees shall be indemnified by Spectrum for any claim that any product or service provided under the subcontract between CONTRACTOR and Spectrum constitutes an infringement or misappropriation of any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal intellectual property right of any third party, including all costs, damages and attorneys' fees that may be awarded as a result of such claim;
 - (d) That the Procuring Agency has a direct claim against Spectrum for any product or service provided under the subcontract between CONTRACTOR and Spectrum that fails to meet the terms and conditions set forth therein; and
 - (e) That Spectrum shall indemnify and hold harmless the CONTRACTOR for any direct or indirect claim brought against the CONTRACTOR, whether in tort or in contract, for goods provided and services rendered under the subcontract.
2. Notwithstanding Contractor's existing obligations under Article 18 of the Agreement, and given the requirements set forth in subsection (F), the CONTRACTOR shall not be liable to the Procuring Agency or the State for any losses, damages, costs, liabilities and

expenses for any losses alleged to have been sustained by the Procuring Agency or the State resulting from the performance or non-performance by Spectrum of its obligations under the subcontract, including but not limited to negligence or breach of contract.

Appendix 1 is replaced with the following:

1. Configured and Integrated Proprietary Software

Pharmacy OS+ (owned by CONTRACTOR)
IFADS (owned by Subcontractor, Optum Insight)

2. SaaS

DRAMS (owned by CONTRACTOR)
State-level registry (owned by CONTRACTOR)
Mi Via Debit Card software (owned by CONTRACTOR)
All FOCoS Innovations Corp. provided systems, specifically *FOCoSonline* (owned by Subcontractor, FOCoS Innovations Corp.)
All TNT provided systems (no specific name) (owned by Subcontractor, TNT)
All Digital Harbor provided systems (no specific name) (owned by Subcontractor, Digital Harbor)
Predictive Risk Intelligence System (PRISM) (owned by Spectrum Informatics, LLC)

Exhibit A, Amended Scope of Work is amended with the following changes and additions:

Deliverable 23, Mi Via FMA, Task Item 23.4, Support Payroll and Financial Processing, Subtasks 23.4.1.6.7 and 23.4.1.13 are amended as follows:

23.4.1.6.7 Provide standard program reporting as defined in the Go Program EPC solution.

23.4.1.13 Comply with the requirements of Phase 2 of the HIPAA Operating Rules for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA) [EFT/ERA] transactions by providing the capability for specified providers to receive an ASC X12 835 HIPAA transaction that complies with the requirements of section 1104 of the ACA.

Deliverables 53, (Clinical Decision Support System (CDSS) development and implementation), 54 (CDSS maintenance and operations), 55 (MMIS enhancement for new HIPAA Operating Rules) and 56 (operational support for the new HIPAA Operating Rules) are added as shown in Exhibit A, Amended Scope of Work, attached hereto and referenced herein.

All other Articles, Appendices and Exhibits of PSC 12-630-8000-0015, as amended, 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: Sidonie Squier Date: 3/14/14
Sidonie Squier, Cabinet Secretary
Human Services Department

By: Danny Sandoval Date: 3/14/14
Danny Sandoval, Chief Financial Officer
Human Services Department

By: Sean Pearson Date: 3/11/14
Sean Pearson, Chief Information Officer
Human Services Department

By: Brett Jakovac Date: 3/6/2014
Brett Jakovac, Vice President of Operations
Xerox State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By: Raymond W. Mensack Date: 3/13/14
Raymond W. Mensack
General Counsel

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: Darryl Ackley Date: 24 MAR 2014
Darryl Ackley, Secretary and 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 to pay gross receipts and compensating taxes.

ID Number: 02-408915-000
By: Elopa Ordaz Date: 3/18/14
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Division:

By: Paul Koppert Date: 3/31/14
State Purchasing Agent

Exhibit A, Amended Scope of Work

Exhibit A, Scope of Work, UU. Deliverable Number 23: Mi Via Financial Management Agent (FMA) - Ongoing Operations and Maintenance, is amended as follows:

A. Deliverable Number 23: Mi Via Financial Management Agent (FMA) - Ongoing Operations and Maintenance

<u>Deliverable Twenty-Three</u>		<u>Due Date</u>	<u>Compensation</u>
Mi Via FMA - Ongoing Operations and Maintenance [Monthly Fiscal Operations]		Start: 1-Jan-2013 End: 31-Dec-2016 (Optional Years 1- Jan-2017 Through 31-Dec-2019)	Paid at a Fixed Rate Per Member per Month and Per Claim Amount, plus NM GRT, due per agreed payment schedule in 23.6. (Total Compensation Not to Exceed \$7,577,456.02)
Task Item	Subtasks	Description	
23.1 Serve as Mi Via Financial Management Agent	23.1.1 Perform Financial Management Agent (FMA) Functions for the Mi Via Program	The CONTRACTOR shall function as the Financial Management Agent (FMA) for this program. As FMA, the CONTRACTOR shall enter employer (participant) and employee information, perform background and criminal record checks on prospective employees, process employee timesheets and invoices, and generate employee payments on behalf of the participant. The CONTRACTOR shall create claims for services and goods approved on the SSP and submit them to the MMIS for processing.	
	23.1.2 Provide FMA Services, Manage Policies & Retain Records	As the Mi Via Financial Management Agent, the CONTRACTOR shall provide financial management services, develop and maintain written policies and procedures, and retain all records in conformance with New Mexico and federal statutes, New Mexico income tax regulations, and federal Internal Revenue Service (IRS) regulations.	
	23.1.3 Support Centennial Care's Self Directed Community Benefit	The CONTRACTOR shall function as the FMA for Centennial Care's Self Directed Community Benefit (SDCB). The cost of the CONTRACTOR's FMA services for a Centennial Care member who meets nursing facility Level of Care criteria and elects to self-direct shall be borne by the member's Managed Care Organization, not the Procuring Agency.	

<p>23.2 Support Employer and Employee Enrollment</p>	<p>23.2.1 Meet Detailed Specifications for Employer & Employee Enrollment</p>	<p>The CONTRACTOR shall support employer and employee enrollment by performing the following activities:</p> <p>23.2.1.1 Mail Employer Information Packets and Employee Information Packets.</p> <p>23.2.1.2 Provide telephone support to participants and employees for completion of information packets.</p> <p>23.2.1.3 Receive and review completed Employer Information Packets and Employee Information Packets.</p> <p>23.2.1.4 Receive, process and store federal and state forms as required, including but not limited to the New Mexico Department of Labor Form ES-802, USCIS Form I-9, and IRS Forms SS-8, W-3, and W-9.</p> <p>23.2.1.5 Enter employer and employee data from information packets into the Plan of Care Management System (POCMS).</p> <p>23.2.1.6 Obtain license information and associated expiration dates, and update this information in the POCMS.</p> <p>23.2.1.7 Perform background and criminal record checks and fingerprinting, store hardcopy documents, and update indicators in the POCMS.</p> <p>23.2.1.8 Store completed hardcopy Employer Information Packets and Employee Information Packets, including electronic funds transfer forms.</p>
<p>23.3 Support Timesheet and Payment Request Processing</p>	<p>23.3.1 Meet Detailed Specifications for Timesheet and Payment Request Processing</p>	<p>CONTRACTOR shall support timesheet and payment request processing by performing the following activities:</p> <p>23.3.1.1 Receive timesheets and payment requests via hardcopy and fax.</p> <p>23.3.1.2 Scan and store images of timesheets and payment requests received via hardcopy and fax.</p> <p>23.3.1.3 Enter timesheets and payment requests into the POCMS.</p> <p>23.3.1.4 Place telephone calls to timesheet and payment request submitters to resolve errors encountered during the data entry process, determine corrections, and enter corrections</p>

<p>23.4 Support Payroll and Financial Processing</p>	<p>23.4.1 Meet Detailed Specifications for Payroll and Financial Processing</p>	<p>into the POCMS.</p> <p>The CONTRACTOR shall support payroll and financial processing by performing the following activities:</p> <p>23.4.1.1 Set up positive and negative adjustments for retroactive timesheet changes.</p> <p>23.4.1.2 Initiate retroactive payments, recoveries, and deductions from ongoing payments to offset previous overpayments.</p> <p>23.4.1.3 Compute gross and net wages to employee, including deductions for retroactive recoveries and New Mexico gross receipt taxes.</p> <p>23.4.1.4 Issue checks or direct deposits to employees at least biweekly and to vendors at least weekly.</p> <p>23.4.1.5 Issue checks for retroactive underpayments.</p> <p>23.4.1.6 Upon approval by the PROCURING AGENCY, issue payments via prepaid debit card.</p> <p>23.4.1.6.1 Implement the CONTRACTOR's standard Go Program using the debit MasterCard Way2Go Card at no cost to the PROCURING AGENCY.</p> <p>23.4.1.6.2 Design instructional materials for distribution to debit card users.</p> <p>23.4.1.6.3 Mail initial and replacement debit cards to Mi Via participants.</p> <p>23.4.1.6.4 Process payment files delivered via Automated Clearing House (ACH) to load funds to participant debit cards.</p> <p>23.4.1.6.5 As directed by the PROCURING AGENCY, block cash transactions and transactions from specified merchant category codes.</p> <p>23.4.1.6.6 Provide customer service to debit card users twenty-four (24) hours per day, seven (7) days per week.</p> <p>23.4.1.6.7 Provide standard program reporting as defined in the Go Program EPC solution.</p> <p>23.4.1.7 Update the POCMS with payroll and payment</p>
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<p>23.5 Maintain Mi Via Help Desk</p>	<p>23.5.1 Maintain a Mi Via Call Center</p> <p>23.5.2 Meet Detailed Specifications for Mi Via Call Center</p>	<p>information.</p> <p>23.4.1.8 Print and mail participant and vendor payroll/payment reports.</p> <p>23.4.1.9 Produce all IRS and New Mexico payroll, income tax, and workers compensation forms, reports, and data.</p> <p>23.4.1.10 Produce and mail W-2 and 1099 forms to employees and vendors.</p> <p>23.4.1.11 Provide routine workers compensation administration as part of payroll processing.</p> <p>23.4.1.12 Perform an annual reconciliation and reimbursement process to properly account for FICA, SUTA and FUTA dollars for employees/employers who did not generate sufficient wages within the tax year.</p> <p>23.4.1.13 Comply with the requirements of Phase 2 of the HIPAA Operating Rules for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA) [EFT/ERA] transactions by providing the capability for specified providers to receive an ASC X12 835 HIPAA transaction that complies with the requirements of section 1104 of the ACA.</p> <p>The CONTRACTOR shall maintain a Mi Via Call Center to assist participants and employees with issues pertaining to the CONTRACTOR's FMA responsibilities.</p> <p>The CONTRACTOR shall:</p> <p>23.5.2.1 Provide a toll-free call-in number available twenty-four (24) hours per day, seven (7) days per week to supply callers with general Mi Via information and the hours when call center representatives are available.</p> <p>23.5.2.2 Provide call center representatives Monday through Friday from 8:00 AM to 5:00 PM Mountain Time, except for holidays approved by the Procuring Agency.</p> <p>23.5.2.3 Provides call center language support in English and Spanish.</p> <p>23.5.2.4 Provide fax capabilities available twenty-four (24) hours per day, seven (7) days per week.</p>
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<p>23.6 Manage Agreed Payment Schedule</p>	<p>23.6.1 Invoice the State According to the Mi Via Operations Payment Schedule</p>	<p>23.5.2.5 Enter call notes within an individual participant’s record in the POCMS or a call tracking system.</p> <p>23.5.2.6 Ensure the call center’s toll-free numbers have sufficient incoming lines so that callers are not given a busy signal, but are placed on hold to ensure maximum opportunities for reaching a staff person in the order the calls are received. The route table content will allow a caller to hold for at least five (5) minutes before being automatically transferred to voice mail. The telephone system will also give callers the option to branch at any time from hold to voice mail.</p> <p>23.5.2.7 The Mi Via Call Center call abandonment rate must not exceed 5%, as measured on a monthly basis.</p> <p>23.5.2.8 Hold times shall not exceed, on average, more than two (2) minutes prior to reaching a call center staff member.</p> <p>23.5.2.9 Provide a corrective action plan to the Procuring Agency if the abandonment rate exceeds 5% and/or the average speed of answer exceeds the maximum average two (2) minute threshold. An excessive number of calls routed to voice mail, as determined by the Procuring Agency, may prompt a request for corrective action.</p> <p>23.5.2.10 Monitor the performance of the Mi Via Call Center. Reports shall be sent quarterly to the Procuring Agency, or more frequently as requested by the Procuring Agency when there is a performance issue. The CONTRACTOR shall provide backup personnel and support necessary to ensure that inquiries beyond the capability of the initially responding staff member are answered and/or properly referred to CONTRACTOR management or, when appropriate, to the Procuring Agency.</p> <p>CONTRACTOR shall be paid a fixed monthly rate per member, per month (PMPM) for Mi Via general administration activities, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage, according to the following schedule:</p> <p>23.6.1.1 Jan 1, 2013 – Dec 31, 2013: \$ 95.98 PMPM 23.6.1.2 Jan 1, 2014 – Dec 31, 2014: \$ 98.17 PMPM 23.6.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 100.42 PMPM</p>
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		<p>23.6.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 102.71 PMPM</p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>23.6.1.5 Jan 1, 2017 – Dec 31, 2017: \$ 103.77 PMPM 23.6.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 106.54 PMPM 23.6.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 109.52 PMPM</p> <p>CONTRACTOR shall be paid a fixed rate per claim for Mi Via claims processing and payment, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for the month of claim adjudication, with no retainage, according to the following schedule:</p> <p>23.6.1.8 Jan 1, 2013 – Dec 31, 2013: \$ 23.01 Per Claim 23.6.1.9 Jan 1, 2014 – Mar 31, 2014: \$ 23.13 Per Claim 23.6.1.10 Apr 1, 2014 – Jun 30, 2014: \$ 25.99 Per Claim 23.6.1.11 Jul 1, 2014 – Dec 31, 2014: \$ 24.56 Per Claim 23.6.1.12 Jan 1, 2015 – Dec 31, 2015: \$ 24.69 Per Claim 23.6.1.13 Jan 1, 2016 – Dec 31, 2016: \$ 24.74 Per Claim</p> <p>Three renewal years described in Article 5:</p> <p>23.6.1.12 Jan 1, 2017 – Dec 31, 2017: \$ 27.86 Per Claim 23.6.1.13 Jan 1, 2018 – Dec 31, 2018: \$ 29.53 Per Claim 23.6.1.14 Jan 1, 2019 – Dec 31, 2019: \$ 31.49 Per Claim</p> <p>Assuming 1,100 Mi Via clients and 49,752 Mi Via claims in calendar year 2013, and 350 Mi Via clients and 15,700 Mi Via claims in each of calendars years 2014-2019, these rates total \$7,577,456.02 for the full seven years. See Contract Article 3.B for further information on the treatment of these estimates for the purpose of determining appropriate Compensation.</p>
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Exhibit A, Scope of Work, AAA. Deliverable Number 53: Clinical Decision Support System (CDSS) – Development and Implementation, is added as follows:

<u>Deliverable Fifty-Three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>CDSS – Development and Implementation</p> <p>[System Enhancement]</p>	<p>April 1, 2014</p>	<p>Not to Exceed \$749,349.10 with 10% retained until complete</p> <p>Amount, plus NM GRT, due per agreed payment schedule in 53.5.</p>

Task Item	Subtasks	Description
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53.1 Design, Develop, and Test New CDSS	<p>53.1.1 Develop Data Mapping and ETL Process</p> <p>53.1.2 Deploy Base CDSS</p>	<p>53.1.1.1 CONTRACTOR shall map New Mexico Medicaid Management Information System (MMIS) data elements and usage to base CDSS application data elements and usage.</p> <p>53.1.1.2 CONTRACTOR shall provide the Procuring Agency with documentation of its proposed MMIS-CDSS data element mapping.</p> <p>53.1.1.3 CONTRACTOR shall develop and implement an Extract, Transform and Load (ETL) process to populate the CDSS with required MMIS data.</p> <p>53.1.2.1 CONTRACTOR shall deploy a dedicated instance of the Spectrum Informatics Predictive Risk Intelligence System (PRISM) as the base CDSS for the Procuring Agency.</p> <p>53.1.2.2 Base CDSS shall provide the following capabilities:</p> <p>53.1.2.2.1 Predictive modeling of future medical costs based on individual patient risk profiles.</p> <p>53.1.2.2.2 Graphical display of risk factors in a list format for each individual with drill down capability to source claim data.</p> <p>53.1.2.2.3 Organization of claim and encounter data that is accessible and intuitive for users.</p> <p>53.1.2.2.4 Drill-down display of servicing and prescribing</p>
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	<p>53.1.3 Modify Base CDSS to Meet Functional Requirements</p>	<p>providers associated with high-risk recipients and high-impact diseases.</p> <p>53.1.2.2.5 Identification of a recipient’s likely primary care provider based on patterns of care.</p> <p>53.1.2.2.6 Sorting of recipients within predefined patient populations based on key risk markers, expected future medical costs, inpatient, emergency department and long-term care utilization, and behavioral health risk factors.</p> <p>53.1.2.2.7 Secure web access to the application for authorized users, including role- and attribute-based access control.</p> <p>53.1.3.1 The CONTRACTOR shall customize the base system to generate reporting required by the Procuring Agency’s Adult Quality Grant</p> <p>53.1.3.2 The CONTRACTOR shall obtain approval from the Procuring Agency of proposed features that will be incorporated into the base CDSS.</p> <p>53.1.3.3 The modified CDSS shall provide analytical processes and generate data extracts for at least 15 adult quality metrics from the Initial Adult Core Measure Set.</p> <p>53.1.3.4 The modified CDSS shall provide analytical processes and populate reporting templates as required by the Centers for Medicare and Medicaid Services (CMS) and listed below:</p> <p>53.1.3.4.1 At least three of the following measures:</p> <p>53.1.3.4.1.1 Hemoglobin A1C Testing</p> <p>53.1.3.4.1.2 Postpartum Care Rate</p> <p>53.1.3.4.1.3 Controlling High Blood Pressure</p> <p>53.1.3.4.1.4 Cervical Cancer Screening</p> <p>53.1.3.4.2 At least two of the following demographic stratifications:</p> <p>53.1.3.4.2.1 Race/Ethnicity</p>
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<p>53.2 Implement New CDSS</p>	<p>53.2.1 Obtain State Approval and Implement CDSS into Production</p>	<p>53.1.3.4.2.2 Gender</p> <p>53.1.3.4.2.3 Language</p> <p>53.1.3.4.2.4 Urban/Rural</p> <p>53.1.3.4.2.5 Disability Status</p> <p>53.2.1.1 The CONTRACTOR shall conduct testing and shall support user testing by Procuring Agency staff to verify that the modified CDSS meets defined specifications and is reporting accurately.</p> <p>53.2.1.2 Upon approval by the Procuring Agency, the CONTRACTOR shall implement the new CDSS into production.</p>
	<p>53.2.2 Ensure the CDSS is Operational By Agreed Date</p>	<p>This enhancement must be operational no later than April 1, 2013 unless the CONTRACTOR and Procuring Agency mutually agree upon an alternative implementation date.</p>
<p>53.3 Manage New CDSS Project</p>	<p>53.3.1 Develop the New CDSS Without Diverting Contractor Staff Already Dedicated to the MMIS</p>	<p>The CONTRACTOR must develop the enhancement with resources other than those dedicated to the MMIS. That is, staff dedicated to the New Mexico MMIS in the CONTRACTOR's MMIS System Maintenance Unit, Business Support Unit, or Technical Support Unit cannot be used to develop the enhancements except to the extent necessary to coordinate the implementation with MMIS maintenance activities or unless their staff are temporarily expanded to accommodate this additional work. The Account Manager and the Systems Manager must have administrative responsibility over the enhancements to ensure their proper coordination and compatibility with the existing MMIS.</p>
	<p>53.3.2 Meet Detailed Specifications for the CDSS Implementation</p>	<p>Enhancements shall be implemented under the direction of the Procuring Agency using the contract management structure described in Article 37. The CONTRACTOR shall:</p> <p>53.3.2.1 Provide management and oversight of the enhancement project, including written reports provided biweekly or as otherwise reasonably required by the Procuring Agency, on the accomplishments, status, and</p>

	<p>53.3.3 Obtain State Approval</p>	<p>unresolved issues of the enhancement project, noting any deviations from the work plan or approved schedule.</p> <p>53.3.2.2 Provide regularly scheduled web demonstrations of progress to date starting no later than four months from the date of receipt of access to MMIS data.</p> <p>53.3.2.3 Identify, request, and schedule all coordination meetings as necessary to ensure that the CONTRACTOR has access to all information and requirements relevant to the enhancement project.</p> <p>53.3.2.4 Provide the necessary office space from which the enhancement project and staff will be managed.</p> <p>53.3.2.5 Provide all hardware and software necessary to manage, track, and report on the project status; to identify and track outstanding issues or problems; to test system functionality and carry out regression testing; and to ensure that all data transfers are completely and accurately executed.</p> <p>53.3.2.6 Provide all management and staff resources with sufficient experience, knowledge, and management skills necessary to meet the requirements of the enhancement project.</p> <p>53.3.2.7 Hire, develop, and train all management and staff to be fully functional in positions that are associated with the enhancement project or enhanced system operations.</p> <p>53.3.2.8 Provide the Procuring Agency with a final report that documents the completion and results of each step in the enhancement project work plan.</p> <p>53.3.2.9 Meet with the Procuring Agency's Project Manager and other staff as required by the Procuring Agency.</p> <p>53.3.2.10 The Procuring Agency shall approve any subcontracting of work on the enhancement project by the CONTRACTOR other than individual employees working on a contract basis for the CONTRACTOR.</p> <p>During the design, development and implementation of this enhancement, the CONTRACTOR will deliver each of the following items and (except for the biweekly status report)</p>
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<p>53.4 Provide User Training and Documentation</p> <p>53.5 Manage Agreed Payment Schedule</p>	<p>for CDSS Development Milestones</p> <p>53.4.1 Provide User Training</p> <p>53.4.2 Provide User Documentation</p> <p>53.5.1 Manage Agreed Payment Schedule</p>	<p>obtain written Procuring Agency approval for each item. CONTRACTOR will revise each of these items as necessary to obtain Procuring Agency approval:</p> <p>53.3.3.1 Work Plan</p> <p>53.3.3.2 Biweekly Status Reports</p> <p>53.3.3.3 Quality Improvement Project (QIP) Support Plan</p> <p>53.3.3.4 CDSS-MMIS Data Mapping Document and ETL Plan</p> <p>53.3.3.5 Deployment of Base CDSS</p> <p>53.3.3.6 Test results demonstrating that the enhanced CDSS meets required specifications and is reporting correctly.</p> <p>53.3.3.7 Implementation of enhanced CDSS</p> <p>The CONTRACTOR shall provide Procuring Agency staff with the training necessary to support the operation of the production application via in-person training sessions conducted in Santa Fe and via webinars.</p> <p>The CONTRACTOR shall develop and provide a CDSS user manual, which shall include instructions for establishing a user account within the system and a quick reference guide to using the system's features and functionality.</p> <p>CONTRACTOR shall invoice the Procuring Agency for the following amounts of Deliverable 53 compensation, less retainage as provided for by Article 3.D., upon approval of the following Subtasks:</p> <p>53.5.1.1 \$279,390.00 upon completion of the Quality Improvement Project (QIP) Support Plan (53.3.3.3)</p> <p>53.5.1.2 \$279,390.00 upon completion of the CDSS-MMIS Data Mapping Document and ETL Plan (53.3.3.4)</p> <p>53.5.1.3 \$190,569.10 upon implementation of the enhanced CDSS into production (53.3.3.6)</p>
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Exhibit A, Scope of Work, BBB. Deliverable Number 54: Clinical Decision Support System (CDSS) – Operation and Maintenance, is added as follows:

<u>Deliverable Fifty-Four</u>	<u>Due Date</u>	<u>Compensation</u>
CDSS – Operation and Maintenance [Monthly System Operations]	Start: 1-Apr-2014 End: 31-Dec-2016 (Optional Years 1-Jan-2017 Through 31-Dec-2019)	Not to Exceed \$ 4,389,174.00 Amount, plus NM GRT, due per agreed payment schedule in 54.6.

Task Item	Subtasks	Description
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54.1 Operate the CDSS	54.1.1 Host the CDSS	The CONTRACTOR shall host the CDSS at its facility on hardware it provides and maintains.
	54.1.2 Operate and Maintain the CDSS	The CONTRACTOR shall operate the CDSS and update ETL processes as required by changes in MMIS table structures.
	54.1.3 Meet Required Service Levels	54.1.3.1 The CDSS shall be available at least 99.9% of the time effective on the first day of the fourth month following implementation, excluding scheduled downtime.
		54.1.3.2 The CONTRACTOR shall request scheduled downtime at least 72 hours in advance of the outage.
		54.1.3.3 The CONTRACTOR shall provide quarterly performance reports.
54.1.3.4 The CONTRACTOR shall provide telephone support on Procuring Agency business days from 8 a.m. to 5 p.m. Mountain Time, and email support at all other times.		
54.1.4 Provide Access to State Users	The CONTRACTOR shall provide access to up to 200 users, as designated by the Procuring Agency.	
54.1.5 Support Required Reporting	The CONTRACTOR shall support the Procuring Agency's CMS Adult Quality Grant reporting and Quality Improvement Project requirements through the provision of standardized analytical processes, data extracts and reporting	

<p>54.2 Provide Training</p>	<p>54.2.1 Provide Live Training</p>	<p>tools.</p> <p>The CONTRACTOR shall provide up to three in-person training sessions per year at the Procuring Agency’s office in Santa Fe.</p>
<p>54.3 Enhance the CDSS</p>	<p>54.2.2 Provide Web-based Training</p> <p>54.3.1 Define Desired Capabilities</p>	<p>The CONTRACTOR shall provide up to six training webinars per year.</p> <p>Following the initial deployment of the CDSS, the CONTRACTOR shall work with the Procuring Agency to define enhanced features to meet Adult Quality Grant objectives and State priorities</p>
<p>54.4 Develop Sustainability Plan</p>	<p>54.3.2 Incorporate and Deploy Defined Enhancements</p> <p>54.4.1 Develop Preliminary Sustainability Plan</p> <p>54.4.2 Develop Final Sustainability Plan</p>	<p>The CONTRACTOR shall enhance the CDSS as defined by the Procuring Agency and deploy version 2.0 of the system.</p> <p>No later than April 30, 2014, the CONTRACTOR shall develop and submit a Preliminary Sustainability Plan to support planning for the continued use of the CDSS after the end of the CMS Adult Quality Measure Grant. The Plan shall include:</p> <p>54.4.1.1 Application documentation and estimates of resources required to sustain the application after the end of the grant period, under potential alternatives including transition to Procuring Agency staff operation.</p> <p>54.4.1.2 An assessment of long-term application funding strategies, including the potential to obtain enhanced federal match as a component of the MMIS and the potential to recoup maintenance costs through charge-backs from PRISM users such as hospitals that could derive significant value from the application.</p> <p>No later than December 15, 2014, the CONTRACTOR shall develop a Final Sustainability Plan to support planning for the continued use of the CDSS after the end of the CMS Adult Quality Measure Grant. The Plan shall include:</p> <p>54.4.2.1 Updated application documentation and estimates of resources required to sustain the application after the end of the grant period, under potential alternatives including</p>

<p>54.5 Provide Turnover Support Upon Request</p>	<p>54.5.1 Receive Notice from PROCURING AGENCY</p> <p>54.5.2 Provide Turnover Support</p>	<p>transition to Procuring Agency staff operation.</p> <p>54.4.2.2 An updated assessment of long-term application funding strategies, including the potential to obtain enhanced federal match as a component of the MMIS and the potential to recoup maintenance costs through charge-backs from PRISM users such as hospitals that could derive significant value from the application.</p> <p>Following the end of the CMS Adult Quality Measure Grant, or at any time after that with three months' notice, the Procuring Agency may elect to take over the hosting and operation of the CDSS.</p> <p>Within thirty (30) days of receipt of notification of the Procuring Agency's intent to assume responsibility for the CSCC function, the CONTRACTOR shall:</p> <p>54.5.2.1 Enter into a mutually acceptable licensing agreement with the Procuring Agency.</p> <p>54.5.2.2 Provide estimates of the staffing and hardware resources required to maintain the application under Procuring Agency staff operation.</p> <p>54.5.2.3 Provide all necessary application documentation to facilitate the transition to state staff operation.</p>
<p>54.6 Manage Agreed Payment Schedule</p>	<p>54.6.1 Invoice the State According to the Operations Payment Schedule</p>	<p>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> <p>54.6.1.1 Apr 1, 2014 – June 30, 2014: \$ 124,760.20 54.6.1.2 July 1, 2014 - Dec 31, 2014: \$ 62,380.10</p> <p>Two post-grant years at the option of the Procuring Agency:</p> <p>54.6.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 60,676.88 54.6.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 60,676.88</p> <p>Three additional post-grant years at the option of the Procuring Agency should the contract be extended as described in Article 5:</p> <p>54.6.1.5 Jan 1, 2017 – Dec 31, 2017: \$ 60,676.88</p>

		54.6.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 60,676.88 54.6.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 60,676.88
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Exhibit A, Scope of Work, CCC. Deliverable Number 55: HIPAA Operating Rules Phase 2 – Development and Implementation, is added as follows:

<u>Deliverable Fifty-Five</u>	<u>Due Date</u>	<u>Compensation</u>
HIPAA Operating Rules Phase 2 – Development and Implementation [System Enhancement]	Apr 1-2014	Not to Exceed \$ 736,676.00 Amount, plus NM GRT, due per agreed payment schedule.

Task Item	Subtasks	Description
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55.1 Design, Develop and Test Phase 2 HIPAA Operating Rule Changes	55.1.1 Address Phase 2 HIPAA Operating Rules Requirements	CMS requires that Medicaid programs comply with Phase 2 of the HIPAA Operating Rules. These rules correspond to the Committee on Operating Rules for Information Exchange (CORE) Phase III Operating Rules for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA) [EFT/ERA] transactions and are otherwise specified in section 1104 of the of the Patient Protection Affordable Care Act (PPACA).
	55.1.2 Address CORE Phase III Operating Rules Requirements	The CONTRACTOR shall modify OmniCaid, the HIPAA Translation Solution and other payment-related systems and processes to meet the requirements of the CORE Phase III Operating Rules.
	55.1.4 Develop Design Documentation	The CONTRACTOR shall deliver a Detailed Design Document that addresses MMIS and HIPAA Translation Solution changes for EFT/ERA transactions associated with the CORE Phase III Operating Rules.
55.2 Implement Phase 2 HIPAA Operating Rule Changes	55.2.1 Obtain State Approval to Implement Change in Production	Upon approval by the PROCURING AGENCY, the CONTRACTOR shall implement the Phase III Operating Rules enhancement into production.
	55.2.2 Ensure Operating Rules	This enhancement must be operational no later than April 1, 2014.

<p>55.3 Manage HIPAA Operating Rules Enhancement Project</p>	<p>are Operational by Due Date</p> <p>55.3.1 Develop Support for HIPAA Operating Rules Enhancement Without Diverting Contractor Staff Already Dedicated to the MMIS</p> <p>55.3.2 Meet General Project Management Requirements</p>	<p>The CONTRACTOR must develop the enhancement with resources other than those dedicated to the MMIS. That is, staff dedicated to the New Mexico MMIS in the CONTRACTOR's MMIS System Maintenance Unit, Business Support Unit, or Technical Support Unit cannot be used to develop the enhancements except to the extent necessary to coordinate the implementation with MMIS maintenance activities or unless their staff are temporarily expanded to accommodate this additional work. The Account Manager and the Systems Manager must have administrative responsibility over the enhancements to ensure their proper coordination and compatibility with the existing MMIS.</p> <p>Enhancements shall be implemented under the direction of the Procuring Agency using the contract management structure described in Article 37. The CONTRACTOR shall:</p> <p>55.3.2.1 Provide management and oversight of the enhancement project, including written reports provided biweekly or as otherwise required by the Procuring Agency, on the accomplishments, status, and unresolved issues of the enhancement project, noting any deviations from the work plan or approved schedule.</p> <p>55.3.2.2 Identify, request, and schedule all coordination meetings as necessary to ensure that the CONTRACTOR has access to all information and requirements relevant to the enhancement project.</p> <p>55.3.2.3 Provide the necessary office space from which the enhancement project and staff will be managed.</p> <p>55.3.2.4 Provide all hardware and software necessary to manage, track, and report on the project status; to identify and track outstanding issues or problems; to test system functionality and carry out regression testing; and to ensure that all data transfers are completely and accurately executed.</p> <p>55.3.2.5 Provide all management and staff resources with sufficient experience, knowledge, and management skills</p>
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		<p>necessary to meet the requirements of the enhancement project.</p> <p>55.3.2.6 Hire, develop, and train all management and staff to be fully functional in positions that are associated with the enhancement project or enhanced system operations.</p> <p>55.3.2.7 Provide the Procuring Agency with a final report that documents the completion and results of each step in the enhancement project work plan.</p> <p>55.3.2.8 Meet with the Procuring Agency’s Project Manager and other staff as required by the Procuring Agency.</p> <p>55.3.2.9 The Procuring Agency shall approve any subcontracting of work on the enhancement project by the CONTRACTOR other than individual employees working on a contract basis for the CONTRACTOR.</p> <p>55.3.2.10 Perform testing to verify that the MMIS will continue to operate with no loss of functionality.</p> <p>55.3.3 Obtain State Approval for Operating Rules Development Milestones</p> <p>During the design, development and implementation of this enhancement, the CONTRACTOR will deliver each of the following items and (except for the biweekly status report) obtain written Procuring Agency approval for each item. CONTRACTOR will revise each of these items as necessary to obtain Procuring Agency approval:</p> <p>55.3.3.1 Work Plan</p> <p>55.3.3.2 Biweekly Status Reports</p> <p>55.3.3.3 Detailed Design Document</p> <p>55.3.3.4 Acceptance Test Results</p> <p>55.3.3.5 System Documentation Updates</p> <p>55.4 Manage Agreed Payment Schedule</p> <p>55.4.1 Invoice the State When Implementation is Complete</p> <p>Payment for this Deliverable shall be made in full (100%) following implementation of this enhancement into production.</p> <p>Payment deliverables are as follows:</p> <p>55.4.1.1 Implementation and acceptance of all changes</p>
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		<p>required to the OMNICAID system. Payment for this deliverable shall be in the amount of \$657,054 , plus applicable NM GRT.</p> <p>55.4.1.2 Implementation and acceptance of enhancements to the Xerox EDI solution (solution is provided to the state as Software as a Service and is owned in its entirety by Xerox). Payment for this deliverable shall be in the amount of \$79,622, plus applicable NM GRT.</p>
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Exhibit A, Scope of Work, DDD. Deliverable Number 56: HIPAA Operating Rules Phase 1 – Ongoing Operation and Maintenance, is added as follows:

Deliverable Fifty-Six	Due Date	Compensation
<p>HIPAA Operating Rules Phase 2 – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 1-Apr-2014 End: 31-Dec-2016 (Optional Years 1-Jan-2017 Through 31-Dec-2019)</p>	<p>Not To Exceed \$69,850.08</p> <p>Maximum amount, plus NM GRT, due per agreed payment schedule in 56.3.</p>

Task Item	Subtasks	Description
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56.1 Operate and Maintain the System Enhanced with Phase 2 HIPAA Operating Rules	56.1.1 Operate the System as Enhanced by Deliverable 55	Following implementation of the Phase 2 HIPAA Operating Rules, as required by Deliverable 55, the CONTRACTOR shall operate the system as enhanced.
	56.1.2 Provide Ongoing Support	The CONTRACTOR shall provide ongoing operational support for EFT/ERA transactions and comply with the Operating Rules for those transactions. See Deliverables 15 and 16 for general operational requirements.
56.2 Maintain and Modify the Enhanced System	56.2.1 Manage Revisions to Enhanced Systems	The CONTRACTOR shall develop, test and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:
		56.2.1.1 Analyze and size change requests submitted by the Procuring Agency.
		56.2.1.2 Perform software support and error correction.

<p>56.3 Manage Agreed Payment Schedule</p>	<p>56.3.1 Invoice the State According to the Operations Payment Schedule</p>	<p>56.2.1.3 Comply with the software development, change management and system test requirements contained in Tasks 2.3 and 2.4 of Deliverable 2.</p> <p>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> <p>56.3.1.1 Apr 1, 2014 – June 30, 2014: \$ 1,940.28 56.3.1.2 July 1, 2014 - Dec 31, 2014: \$ 970.14</p> <p>56.3.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 970.14 56.3.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 970.14</p> <p>Three renewal years described in Article 5:</p> <p>56.3.1.5 Jan 1, 2017 – Dec 31, 2017: \$ 970.14 56.3.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 970.14 56.3.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 970.14</p>
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