

**State of New Mexico
Procuring Agency of Human Services
Information Technology Agreement Amendment No. 5**

SPD # PSC 10-630-00-18244 A5

THIS CONTRACT AMENDMENT NO. 5 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. Add Deliverable #57 to develop an interface enhancement to the Medicaid Management Information System (MMIS) to provide interface capabilities with the New Mexico Health Insurance Exchange (NMHIX) State-Based Marketplace (SBM) to determine whether individuals applying with NMHIX already have Minimum Essential Coverage (MEC) through New Mexico Medicaid, meeting the requirements of the Patient Protection and Affordable Care Act (PPACA). This also includes testing and ongoing operations and maintenance of this interface at no cost.

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. 5 shall be deemed and considered as part of the Agreement for all purposes.
2. **Miscellaneous.** Except as expressly set forth herein, this Amendment No. 5 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 \$116,943,668.38, (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):	\$ 25,063,321.00
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. (Note: This option could 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.**

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:  Date: 9/29/14
Sidonie Squier, Cabinet Secretary
Human Services Department

By:  Date: 9/29/14
Danny Sandoval, Chief Financial Officer
Human Services Department


By:  Date: 9/24/14
Sean Pearson, Chief Information Officer
Human Services Department

By:  Date: 9/12/14
Alan Jolly, Senior Vice President
Xerox State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By:  Date: 9/29/14
Christopher P. 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:  Date: 3 OCT 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:  Date: 9/30/14
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Division:

By:  Date: 10/8/14
State Purchasing Agent




Exhibit A, Amended Scope of Work

Exhibit A, Scope of Work, EEE. Deliverable Number 57: MMIS Interface with NMHIX Development and Implementation, is added as follows:

<u>Deliverable Fifty-Seven</u>	<u>Due Date</u>	<u>Compensation</u>
NMHIX SBM Interface – Development and Implementation [System Enhancement]	December 31, 2014	Not to Exceed \$167,726.80 with 10% retained until complete. Amount, inclusive of NM GRT, due per agreed payment schedule in 57.4 (Total Compensation Not to Exceed \$167,726.80

Task Item	Subtasks	Description
57.1 Design, Develop and Test OmniCaid-HIX Enhancement	57.1.1 Meet Federal and State Specifications for Interface with State-Based Marketplace	<p>The Patient Protection and Affordable Care Act (PPACA) requires State-Based Marketplaces (SBM) to operate with accurate and timely eligibility data. In New Mexico, this requires a seamless and secure interface between the New Mexico Health Insurance Exchange (NMHIX) database and the New Mexico Medicaid Information System (MMIS). A new interface between OmniCaid and the NMHIX SBM is required. The SBM will send inquiries to OmniCaid to verify whether an applicant is already eligible for Medicaid and has Minimum Essential Coverage (MEC). The CONTRACTOR shall:</p> <p>57.1.1.1 Enhance the MMIS to supply available recipient coverage data in response to MEC inquiries originating from the SBM.</p> <p>57.1.1.2 Modify the CONTRACTOR’s HIPAA Translation solution as necessary to support the exchange of MEC inquiry and response transactions in the format and using the protocols required by CMS as of September 15, 2013.</p> <p>57.1.1.3 The Procuring Agency and State agree that any changes made by CMS after August 1, 2014 present a material risk to meeting the December 31, 2014 implementation. CONTRACTOR shall not be liable for any costs, damages, fees, fines, penalties, and any other expenses resulting from such change(s). Furthermore, should any such change(s) result</p>

<p>57.2 Implement OmniCaid- HIX Enhancement</p>	<p>57.2.1 Obtain State Approval and Put OmniCaid-HIX Interface into Production</p> <p>57.2.2 Ensure OmniCaid-HIX Interface is Operational by Agreed Date</p>	<p>in a change in the scope of this or any other Deliverable, requiring additional products or services, Procuring Agency and CONTRACTOR shall negotiate, in good faith, any additional fees related to such change in scope.</p> <p>57.1.1.4 The Procuring Agency and State agree that should CMS not have the ability or resources to test with the CONTRACTOR, the CONTRACTOR will be held harmless, and otherwise compensated for all such work performed.</p> <p>Upon approval by the Procuring Agency, the CONTRACTOR shall implement the OmniCaid-HIX Enhancement into production.</p> <p>This enhancement must be operational no later than December 31, 2014 unless the CONTRACTOR and Procuring Agency mutually agree upon an alternative implementation date. (<i>“Operational” is defined as “fully implemented, functional, tested and in production as approved by the Procuring Agency”.</i>)</p>
<p>57.3 Manage OmniCaid- HIX Enhancement Project</p>	<p>57.3.1 Develop the OmniCaid- HIX Interface Without Diverting Contractor Staff Already Dedicated to the MMIS</p> <p>57.3.2 Meet Detailed Specifications for the OmniCaid- HIX Interface</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>57.3.2.1 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 unresolved issues of the enhancement project, noting any deviations from the</p>

	<p>Development Milestones</p>	<p>to obtain Procuring Agency approval:</p> <p>57.3.3.1 Work Plan</p> <p>57.3.3.2 Biweekly Status Reports</p> <p>57.3.3.3 Requirements Analysis Document</p> <p>57.3.3.4 Detailed Design Document</p> <p>57.3.3.5 Acceptance Test Results</p> <p>57.3.3.6 System Documentation Updates</p>
<p>57.4 Manage Agreed Payment Schedule</p>	<p>57.4.1 Invoice the State According to the Subtask Payment Schedule</p>	<p>CONTRACTOR shall invoice the Procuring Agency for the following percentages of Deliverable 57 compensation, less retainage as provided for by Article 3.D., upon approval of the following Subtasks:</p> <p>57.4.1.1 Fifteen percent (15%) upon completion of the Requirements Analysis Document (57.3.3.3).</p> <p>57.4.1.2 Thirty percent (30%) upon completion of the Detailed Design Document (57.3.3.4).</p> <p>57.4.1.3 Thirty percent (30%) upon demonstrating to the satisfaction of the Procuring Agency that the solution is ready to test with CMS.</p> <p>57.4.1.4 Fifteen percent (15%) upon completion of Acceptance Test Results (57.3.3.5).</p> <p>57.4.1.5 Ten percent (10%) upon implementation of this enhancement into production.</p>
<p>57.5 Operate the Systems Required to Support the MMIS-HIX Interface</p>	<p>57.5 Operate the Enhanced System as noted above in Deliverable 57</p> <p>57.5.1 Provide Ongoing Support</p>	<p>Following implementation of the OmniCaid-HIX interface enhancement, as required above in Deliverable 57, the CONTRACTOR shall operate the system as enhanced.</p> <p>The CONTRACTOR shall provide ongoing operational support for MEC inquiry and response transactions. See Deliverables 15 and 16 for general operational requirements.</p> <p>57.5.1 The CONTRACTOR shall develop, test and implement software updates, corrections, and modifications to the</p>

<p>Task 57.6 Maintain and Modify the Enhanced System</p>	<p>for MEC Inquiry and Response Transactions</p> <p>57.6.1 Manage Changes to the MMIS-HIX Interface</p> <p>57.6.2 Move Connectivity from the FFM to a State-Based Exchange</p>	<p>enhanced system, including but not limited to the following subtasks:</p> <p>57.5.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>57.5.1.2 Perform software support and error correction.</p> <p>57.5.1.3 Comply with the software development, change management and system test requirements contained in Tasks 2.3 and 2.4 of Deliverable 2.</p> <p>As directed by the Procuring Agency, the CONTRACTOR shall redirect the OmniCaid-HIX interface from the Federally Facilitated Marketplace (FFM) to a State-Based Exchange. Should the CONTRACTOR be instructed to redirect this interface, the CONTRACTOR shall analyze the change at no additional cost. The CONTRACTOR shall assess the impact of the change and develop an estimate of the scope and associated cost, as required by Subtask 57.2.1 of this Deliverable.</p> <p>There are no additional costs or charges associated with Ongoing Operations and Maintenance of Deliverable 57, as outlined in 57.5 and 57.6.</p>
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