

**STATE OF NEW MEXICO  
HUMAN SERVICES  
INFORMATION TECHNOLOGY AGREEMENT  
AMENDMENT NO. 7**

SPD # PSC 12 630 8000 0015 A7

THIS CONTRACT AMENDMENT No. 7 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. Amend Article 3, Compensation, Section B (Payment) to adjust overall compensation (the "Amended Base Amount") for calendar year 2017 services.
2. Amend Article 5 to Renew the Agreement for one one-year period. The HSD is exercising its option to extend this Agreement (and all associated Amendments) for a one-year period, from January 1, 2017 through December 31, 2017, for the CONTRACTOR to continue Fiscal Agent operations and all other work and deliverables, excluding Deliverable 49, as specified in the Agreement and Amendments. The overall compensation (the "Amended Base Amount") is increased accordingly.
3. Amend Article 42, Internal Controls, Paragraph B, to include an update to the current AICPA standard.
4. Amend Exhibit A, Amended Scope of Work, Section IV, Deliverables, Deliverable 2, to delete the provision to provide a dedicated system development consultant, and corresponding compensation.
5. Amend Exhibit A, Amended Scope of Work, Section IV, Deliverables, Deliverable 54, to reduce CDSS Monthly System Operation and Maintenance fees.

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

**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. **General Provisions.** This Amendment No. 7 shall be deemed and considered as part of the Agreement for all purposes.

2. **Miscellaneous.** Except as expressly set forth herein, this Amendment No. 7 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.

**1. 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 – SFY20) shall not exceed \$143,339,689.62 (the “Amended Base Amount”), 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 49:

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| 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) (Base):                         | \$ 12,824,246.95 |
| State Fiscal Year 2018 (1 <sup>st</sup> half: July 2017 – Dec. 2017) (Base):   | \$ 12,963,531.43 |
| State Fiscal Year 2018 (2 <sup>nd</sup> half: Jan. 2018 – June 2018) (Option): | \$ 12,993,869.97 |
| State Fiscal Year 2019 (1 <sup>st</sup> half: July 2018 – Dec. 2018) (Option): | \$ 13,273,104.35 |
| State Fiscal Year 2019 (2 <sup>nd</sup> half: Jan. 2019 – June 2019) (Option): | \$ 13,309,510.41 |
| State Fiscal Year 2020 (July, 2019 – June 2020) (Option):                      | \$ 13,463,341.14 |

The Base Amount includes 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, such Separately Invoiced Items and Services shall have a maximum State Fiscal Year amount of \$2,100,000.00.

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.**

**2. Article 5, Term, is amended 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 seventy (70) months commencing on March 1, 2012 and terminating on December 31, 2017. The Procuring Agency reserves the right to renew this Agreement for up to two additional one-year periods. In no event, however, 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 Agent, through this Agreement, Amendment 7, exercises its option to renew the original Agreement, excluding Deliverable 49, for one one-year period (the first one-year option), from January 1, 2017 to December 31, 2017. Two additional one-year renewal periods remain at the option of the Procuring Agent. All other provisions of the paragraph in Article 5 remain intact.

**3. Article 42, Internal Controls, Paragraph B is amended as follows:**

**ARTICLE 42 - INTERNAL CONTROLS**

B. The CONTRACTOR shall submit to the Procuring Agency's Contract Administrator a Type II Service Audit Report prepared and issued in accordance with the SSAE-16 Service Organization Controls (SOC) Type II audit. The CONTRACTOR shall include with the Service Audit Report a correction plan detailing any deficiencies identified in the report and target dates for correction. The Procuring Agency will assess and respond to the acceptability of the correction plan. The Service Audit Report and correction plan, if any, shall be submitted to the Procuring Agency no later than August 15th following each state fiscal year, or each partial state fiscal year, that the Agreement is in effect and shall cover the previous twelve-month period ending June 30<sup>th</sup>. If the Agreement expires or is terminated prior to the August 15 deadline in a year in which a submission of a Service Audit Report and correction plan is due to the 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.

**4. Exhibit A, Amended Scope of Work, Section IV, Deliverables are amended as follows,**

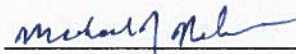
**both attached hereto and referenced herein:**

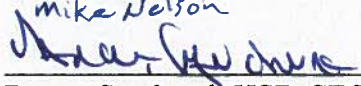
- a. Deliverable 2, OmniCaid – Ongoing Operation and Maintenance, is amended and restated in its entirety, attached hereto and referenced herein so as to delete the provision to provide a dedicated system development consultant, and corresponding compensation.
- b. Deliverable 54, Clinical Decision Support System (CDSS) – Operation and Maintenance, task item 54.6, Manage Agreed Payment Schedule, Subtask 54.6.1, Invoice the State According to the Operations Payment Schedule, Subtasks 54.6.1.4 and 54.6.1.5 are amended, attached hereto and referenced herein so as to reduce CDSS Monthly System Operation and Maintenance fees.

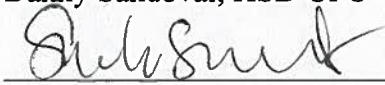
**All other Articles, Terms, Conditions and Deliverables of PSC 12-630-8000-0015, as amended, remain the same.**

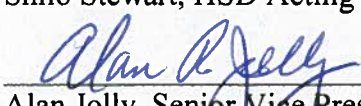
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**IN WITNESS WHEREOF**, parties have executed this Agreement as of the date of signature by the State Purchasing Division, below, or a specified date, whichever is later.

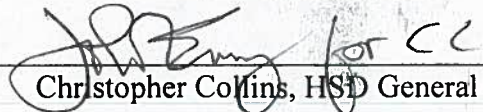
By:  Deputy  
 Brent Earnest, HSD Cabinet Secretary  
 Date: 12/16/16

By:   
 Danny Sandoval, HSD CFO  
 Date: 12/16/16

By:   
 Shilo Stewart, HSD Acting CIO  
 Date: 12/14/16

By:   
 Alan Jolly, Senior Vice President  
 Xerox State Healthcare, LLC  
 Date: 12/13/2016

Approved as to Form and Legal sufficiency:

By:  for CC  
 Christopher Collins, HSD General Counsel  
 Date: 12/14/16

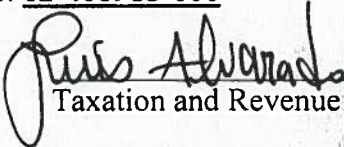
Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By:  for  
 Darryl Ackley, Secretary and State CIO  
 Department of Information Technology  
 Date: 12/21/16

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

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

ID Number: 02-408915-000

By:   
 Taxation and Revenue Department  
 Date: 12.16.16

This Agreement has been approved by the State Purchasing Division:

By:   
 State Purchasing Agent  
 Date: 12/28/16

**Exhibit A**

**Amended Scope of Work**

**Deliverable Number 2, OmniCaid – Ongoing Operation and Maintenance**

| <b><u>Deliverable Two</u></b>   |   | <b><u>Due Date</u></b>   | <b><u>Compensation</u></b>   |
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| <b>OmniCaid – Ongoing Operation and Maintenance<br/>[Monthly System Operations]</b> |   | <b>Start: 1-Jan-2013<br/>End: 31-Dec-2019</b>  | <b>\$31,948,736.55<br/>Amount, plus NM GRT, due per agreed payment schedule.</b> |
| <b>Task Item</b>  | <b>Subtasks</b>   | <b>Description</b>   |  |
| 2.1 Support Required Interfaces and Reporting                                       | 2.1.1 Meet Business Support Unit Specifications             | The New Mexico OmniCaid system documentation identifies internal interfaces and interfaces with external entities that are necessary to support MMIS functions. The CONTRACTOR shall support these interfaces, modify them in response to changes in requirements, and develop new interfaces as necessary to support new program initiatives.     |  |
|   | 2.1.2 Operate Existing MMIS System and Provide All Reports  | The CONTRACTOR shall operate the existing OmniCaid system and related systems, and shall provide all reports as specified in the current systems documentation. The CONTRACTOR will modify existing reports and develop and implement new reports as requested by the Procuring Agency.  |  |
|   | 2.1.3 Provide All Technology Infrastructure & Staff Support | The CONTRACTOR shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the system.  |  |
|   | 2.1.4 Support Transition to Enhanced MMIS                   | Following implementation of the ICD-10 Remediation, HIPAA 276/277, and Electronic Billing of Carriers enhancements, the CONTRACTOR shall operate and maintain the system as enhanced.  |  |
|   | 2.1.5 Provide Regular Reports                               | The CONTRACTOR is responsible for the following general reporting tasks:<br><br>2.1.5.1 Produce all standard production reports on a regular schedule, as exists in OmniCaid or is referenced in system documentation, and provide other reports and downloads of data on request.<br><br>2.1.5.2 Provide paper report output at the option of the |  |

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| <p>2.1 Support Required Interfaces and Reporting (continued)</p> | <p>2.1.5 Provide Regular Reports (continued)</p> <p>2.1.6 Maintain Management and Accounting Reporting System (MARS) Programming &amp; Maintenance</p> <p>2.1.7 Use Existing MARS for Federal and State Reporting</p> | <p>Procuring Agency for any individual report and distribute such reports to the user(s).</p> <p>2.1.5.3 Maintain a list of all MMIS scheduled outputs, the frequency of production, and the media, and for reports distributed via hard copy, the number of copies and to whom the copies are to be provided.</p> <p>The CONTRACTOR shall be responsible for the function and maintenance of the existing Management and Accounting Reporting System (MARS). The CONTRACTOR is responsible for assuring that all programming changes and changes in valid values in OmniCaid are evaluated as potential changes to the existing MARS.</p> <p>MARS encompasses reports required for federal certification and reporting as well as many reports designed specifically for State statistical and budget purposes. The CONTRACTOR shall use the existing MARS to provide information on recipient participation, provider participation, program expenditures for each type of recipient and category of service and information for monitoring the claims processing operation. MARS will continue to comply with all Centers for Medicare and Medicaid Services requirements for MARS-related operational factors. The CONTRACTOR shall produce and distribute MARS reports according to the production schedule and make changes to the reports as necessary.</p> |
|  | <p>2.1.8 Ensure MARS Makes Accurate Definitions of Eligible Clients</p> <p>2.1.9 Meet Minimum Criteria for MARS Operations</p>  | <p>The database for the existing MARS draws from the Claims History, Provider, and Recipient Subsystems. MARS will continue to clearly define every group of eligible clients for Medicaid and other medical assistance programs and every provider group participating in the programs to enable reporting that meets the Procuring Agency's selection for categorizing recipients and providers.</p> <p>The CONTRACTOR shall operate the existing MARS to, at a minimum:</p> <p>2.1.9.1 Provide information on Medicaid costs and utilization for use in budget projections.</p> <p>2.1.9.2 Generate on CD, or other media specified by the Procuring Agency, data required to operate the</p>   |

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| <p>2.1 Support Required Interfaces and Reporting (continued)</p> | <p>2.1.9 Meet Minimum Criteria for MARS Operations (continued)</p>                        | <p>Medicaid Budget Model.</p> <p>2.1.9.3 Provide information on provider performance, trends in program costs, and service utilization for each area of the program.</p> <p>2.1.9.4 Provide a detailed breakdown of costs, recipients, and utilization for eligibility groups and provider types.</p> <p>2.1.9.5 Provide reports or information required to meet federal reporting requirements.</p> <p>2.1.9.6 The CONTRACTOR shall support and modify as necessary, the numerous crosswalks in the MARS system.</p> <p>2.1.9.7 Ensure the system logic properly identifies and charges all payments to the correct categories of eligibility and categories of services used in the reports.</p> <p>2.1.9.8 Maintain the interfaces between the existing MARS and the Provider, Recipient, Claims Processing, and Reference Subsystems.</p>  |
|  | <p>2.1.10 Complete All Medicaid Statistical Information System (MSIS) Reporting Tasks</p> | <p>2.1.9.9 Accept budget data and data from other MMIS subsystems as input into the existing MARS.</p> <p>The CONTRACTOR shall be responsible for all Medicaid Statistical Information System (MSIS) reporting, including, but not limited to the following:</p> <p>2.1.10.1 Serving as the primary contact with the federal government or their contractors in constructing, submitting, testing, and achieving approval on all MSIS submissions.</p> <p>2.1.10.2 Maintain and update crosswalks of data from the MMIS to federal MSIS reporting requirements.</p> <p>2.1.10.3 Produce MSIS reports and transmit them to the Centers for Medicare and Medicaid Services as required by the Centers for Medicare and Medicaid Services.</p> <p>2.1.10.4 Coordinate changes, error thresholds, corrections, and resubmissions as required with the Centers for Medicare and Medicaid Services or their contractors.</p> |



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| <p><b>2.2 Provide Maintenance and Modification Support</b></p> | <p><b>2.2.1 Meet Business Support Unit Specifications</b></p> | <p>The CONTRACTOR shall provide a Business Support Unit composed of a staff of business analysts to provide analysis of operational issues, analysis of system problems and changes, conduct testing, develop and distribute documentation updates, and other MMIS support functions.</p> <p>The Business Support Unit shall:</p> <p>2.2.1.1 Provide training for Procuring Agency personnel in the use of the MMIS.</p> <p>2.2.1.2 Participate in the program planning and development functions at the Procuring Agency's request.</p> <p>2.2.1.3 Document system test and review test data results prior to sending results to the Procuring Agency for review.</p> <p>2.2.1.4 Provide training and assistance on use of the MMIS.</p> <p>2.2.1.5 Support MMIS development through attending meetings and representing the CONTRACTOR when local representation is required.</p> <p>2.2.1.6 Investigate issues of data accuracy and validation for production reports.</p> <p>2.2.1.7 Support MMIS reporting activities through user training and technical support of the MARS, Financial, FADS, Drug Rebate, and other MMIS reporting systems.</p> <p>2.2.1.8 Support MMIS operational activities through training and technically supporting MMIS users regarding MMIS system functions and capabilities, including reviewing and assisting with reviews of test data associated with system changes and/or development, and the meaning and use of values and codes in the MMIS.</p> <p>2.2.1.9 Investigate problem reports on operational and systems issues and make recommendations for correction.</p> <p>2.2.1.10 Remain informed on changes in transactions, codes and values at the national level and coordinates their introduction into the MMIS system with approval and input from the Procuring Agency.</p> |
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| <p><b>2.2 Provide Maintenance and Modification Support (continued)</b></p> | <p><b>2.2.1 Meet Business Support Unit Specifications (continued)</b></p> | <p><b>2.2.1.11 Review changes in national coding systems for impact on MMIS, exceptions, payment, and other claims processing issues.</b></p> <p><b>2.2.1.12 Review changes and proposed changes in program policies and reimbursement for impact on the MMIS, and make recommendations for necessary changes in exceptions and parameters.</b></p> <p><b>2.2.1.13 Function as subject matter experts on MMIS data and databases.</b></p> <p><b>2.2.1.14 The Business Support Unit shall consist of a technically and operationally-experienced skilled staff consisting at minimum of a Business Support Manager and a sufficient number of Business Analysts to provide timely and responsive MMIS maintenance support, as proposed by the CONTRACTOR and accepted by the Procuring Agency.</b></p> <p><b>2.2.1.15 Business Support Unit personnel will be knowledgeable in the Medicaid Program and in the business needs and operations of the functional area(s) they support.</b></p> <p><b>2.2.1.16 Business Support Unit staff will possess the technical expertise to effectively use the MMIS.</b></p> <p><b>2.2.1.17 The CONTRACTOR shall have a Training Plan approved by the Procuring Agency for ensuring the knowledge level of Business Support Unit staff.</b></p> <p><b>2.2.1.18 The CONTRACTOR shall designate at least one Business Support Unit staff member to function as the liaison to the Medical Assistance Division to serve as a single point of contact on issues of claims processing and files maintenance.</b></p> |
|  | <p><b>2.2.2 Meet System Maintenance Unit Specifications</b></p>           | <p><b>The CONTRACTOR shall provide a System Maintenance Unit comprising a staff of programmers to develop changes that may be required as a result of legislative decisions, program and policy changes, or errors discovered in the executable software.</b></p> <p><b>The System Maintenance Unit shall:</b></p> <p><b>2.2.2.1 Perform software updates and enhancements and maintain system documentation.</b></p>   |

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| <p><b>2.2 Provide Maintenance and Modification Support (continued)</b></p> | <p><b>2.2.2 Meet System Maintenance Unit Specifications (continued)</b></p> | <p>2.2.2.2 Analyze and size change requests generated by the Procuring Agency.</p> <p>2.2.2.3 Perform software support and error correction.</p> <p>2.2.2.4 Be made up of a sufficient number of technically and operationally experienced and skilled professionals to provide timely and responsive MMIS maintenance support, as proposed by the CONTRACTOR and accepted by the Procuring Agency, under the leadership of an experienced Systems Manager, specifically dedicated to the New Mexico MMIS. At any given time the majority of the MMIS System Maintenance staff dedicated to the New Mexico MMIS must each have at least one year of experience working with MMIS or other healthcare payment systems.</p> <p>2.2.2.5 The Systems Manager will have a Bachelor's degree from a four-year accredited college or university or equivalent work experience and eight (8) years substantive experience in data processing management (systems or operations).</p> <p>2.2.2.6 System Maintenance Unit personnel will be knowledgeable in the Medicaid Program and in the business needs and operations of the functional area(s) they support.</p> <p>2.2.2.7 The System Maintenance Unit will be in addition to the technical staff necessary for computer operating system support and support of peripheral but related systems such as the Pharmacy Benefits Management System, Web portal, Audio Voice Response System, Drug Rebate System, Fraud and Abuse Detection System, and the CONTRACTOR's HIPAA translation solution.</p> |
| <p><b>2.3 Manage System Maintenance and Modification Activities</b></p>    | <p><b>2.3.1 Maintain Written Approved IT Processes</b></p>                  | <p>At a minimum, the CONTRACTOR shall have written processes approved by the Procuring Agency describing in detail how the Contractor shall perform the following functions as they relate to software development: software configuration management, requirements management, software project planning, software project tracking and oversight, software quality assurance, and system tests.</p>   |

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| <p>2.3 Manage System Maintenance and Modification Activities (continued)</p> | <p>2.3.2 Comply with State Codes and Regulations</p> <p>2.3.3 Provide IT Process Documentation to the State</p> <p>2.3.4 Obtain Approval for IT Process Changes</p> <p>2.3.5 Provide Updated Versions of IT Process Documents</p> | <p>All Project Planning and Program Management activities will comply with New Mexico Administrative Code Title 1, Chapter 12, Part 5 (1.12.5 NMAC) and other rules or regulations as established by the Procuring Agency or the New Mexico Department of Information Technology (DoIT).</p> <p>The CONTRACTOR shall provide the Procuring Agency with copies of the CONTRACTOR's IT management processes and related procedures, including, but not limited to, Software Development Life Cycle procedures.</p> <p>Any change to these4 processes or any related procedures will be made only after the Procuring Agency's approval.</p> <p>After completion of changes to any of these processes or to any related procedures, a new copy of any changed process or procedure will be provided to the Procuring Agency.</p>   |
|  | <p>2.3.6 Provide Detailed Documentation of Computer Code Changes Upon Request</p> <p>2.3.7 Maintain Written, Approved Change Management Process</p> <p>2.3.8 Meet Change Management Specifications</p>                            | <p>Upon Procuring Agency request, the CONTRACTOR shall provide the Procuring Agency with detailed documentation for any change to computer code, including a description of the parts of the code were changed, the purpose of the change, and the specific changes that were made, along with an updated Version Description Document acceptable to the Procuring Agency.</p> <p>The CONTRACTOR shall use a written Change Management Process, approved by the Procuring Agency, for changes to the MMIS software, including releases of revisions or enhancements to the application software, and upgrade to programming languages and database/</p> <p>The CONTRACTOR's written Change Management Process will include, at a minimum, provisions for the following activities:</p> <p>2.3.8.1 Development of a detail level analysis describing the required system changes and a detail level estimate identifying the estimated staff hours required to develop, test, implement and document the change.</p> <p>2.3.8.2 Procuring Agency approval of detail level analyses and</p> |

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| <p>2.3 Manage System Maintenance and Modification Activities (continued)</p> | <p>estimates prior to starting programming of any system change initiated by the Procuring Agency, and of other changes upon request.</p> <p>2.3.8.3 Procuring Agency approval of the CONTRACTOR's test results prior to releasing any change initiated by the Procuring Agency, and for other changes upon request.</p> <p>2.3.8.4 An estimated completion date provided by the CONTRACTOR when requested by the Procuring Agency for a change request.</p> <p>2.3.8.5 Release management for new releases of the application software when applicable.</p> <p>2.3.8.6 Provision of advanced notice, consistent with Procuring Agency requirements, prior to implementing system changes and updates in order to ensure minimum down time and support coordination with the various Network Help Desks operated by the Procuring Agency.</p>  |
|  | <p>2.3.8.7 Update of system documentation and user manuals within fifteen (15) business days of updates or changes and supply of the updated version to the Procuring Agency in an electronic format.</p> <p>2.3.8.8 A method for the Procuring Agency to determine the estimated and actual hours allocated to change requests and the personnel assigned to each request, when requested by the Procuring Agency.</p> <p>2.3.8.9 A method for the Procuring Agency to determine the estimated and actual hours allocated to change requests and the personnel assigned to each request, when requested by the Procuring Agency.</p> <p>2.3.8.10 Updating the system from daily maintenance transactions.</p> <p>2.3.8.11 Monitoring and providing adequate space allocations for the system's data volume.</p> <p>2.3.8.12 Maintaining online access to system files within scheduled business hours.</p> <p>2.3.8.13 Purging, archiving, backing up, and restoring required</p> |

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| <p>2.3 Manage System Maintenance and Modification Activities (continued)</p> | <p>2.3.9 Use An Approved Change Management Tracking Tool</p>                       | <p>data.</p> <p>The CONTRACTOR shall manage and track all change requests by using an automated change and tracking tool approved by the Procuring Agency.</p>   |
|  | <p>2.3.10 Provide Sufficient Classification Categories for Root Cause Analysis</p> | <p>The change tracking tool and process must provide for classifying and assigning defect types (root causes), including categories identical or comparable to the following:</p> <p>2.3.10.1 Code – code error or issue (requires development fix and re-test).</p> <p>2.3.10.2 SCM – Software Configuration/Migration issues identified in a migration package, or migration error (requires configuration fix and re-test).</p> <p>2.3.10.3 Env – The test environment caused the issue (requires fix to environment before re-testing).</p> <p>2.3.10.4 Proc – Test error due to input data or test sequence or validation error (requires correction to test plan and/or data followed by re-test).</p> <p>2.3.10.5 Reqs – The requirements were wrong or missed (requires business to fix requirements, then possible code modifications and re-testing).</p> <p>2.3.10.6 Design – Design was wrong (requires design fix, re-coding, and re-testing).</p> <p>2.3.10.7 As designed – Works as designed and business code does not need to be fixed.</p> <p>2.3.10.8 Docs – Documentation error with requirement or design document or migration package (need to correct documents or document versions, but no impact to code).</p> <p>2.3.10.9 Not Repro – Issue is not reproducible.</p> |
|  | <p>2.3.11 Collect and Analyze Trending Metrics</p>                                 | <p>The change tracking tool must provide for collecting and trending metrics, to include:</p> <p>2.3.11.1 Number of change requests opened and closed per</p>  |

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| <p>2.3 Manage System Maintenance and Modification Activities (continued)</p> | <p>2.3.12 Document Deficiencies Resulting From Insufficient System Maintenance</p> | <p>Quality Assurance reporting period.</p> <p>2.3.11.2 Defect backlog (number in the open state) for each defect type.</p> <p>The CONTRACTOR shall document any deficiencies resulting from insufficient system maintenance. The document will provide a detailed description of the deficiency and the CONTRACTOR's plan for resolution of the problem.</p>   |
| <p>2.4 Test Programming Changes</p>  | <p>2.4.1 Provide Sufficient Online Test Environment</p>                            | <p>The CONTRACTOR shall provide multiple and complete online MMIS test environments to support unit, system and acceptance testing, including test versions of all batch and online programs and files to be used for testing releases and non-release changes.</p>  |
|  | <p>2.4.2 Conduct Tests Approved by the State</p>                                   | <p>The CONTRACTOR shall conduct repeatable testing in accordance with written processes and procedures approved by the Procuring Agency. The processes and procedures will not be changed without prior approval by the Procuring Agency. Test plans will be created for major system changes or as otherwise requested by the Procuring Agency.</p>   |
|  | <p>2.4.3 provide Test Documentation Upon Request</p>                               | <p>Documentation of test results for all Procuring Agency-initiated system changes, as well as other changes when requested by the Procuring Agency, will be provided to the Procuring Agency for review and approval.</p>   |
|  | <p>2.4.4 Support the State's Ongoing User Acceptance Testing</p>                   | <p>The Procuring Agency will conduct some form of User Acceptance Test (UAT) for significant user interface changes delivered by CONTRACTOR. The form of each UAT will be determined by the criticality, frequency, complexity and novelty of the user task supported by each change; and by the staffing resources available to the Procuring Agency.</p> <p>2.4.4.1 CONTRACTOR shall support UAT by deploying the changes to the UAT environment from the system test environment and consulting with the Procuring Agency on any issues that the CONTRACTOR encountered during system testing.</p> <p>2.4.4.2 CONTRACTOR shall provide communication and planning with the Procuring Agency to help the Procuring</p> |

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| <p>2.4 Test Programming Changes (continued)</p> |   | <p>Agency establish the format and plan for UAT.</p> <p>2.4.4.3 Procuring Agency shall provide a detailed UAT Plan including all user test scenarios and acceptance criteria, for review by CONTRACTOR at least fourteen (14) business days before the UAT sessions are scheduled to begin. CONTRACTOR shall review the UAT Plan and provide feedback to the Procuring Agency at least seven (7) business days before the UAT sessions are scheduled begin.</p> <p>2.4.4.4 CONTRACTOR shall deliver complete test scenario instructions for the designated users participating in the UAT, for each of the test scenarios in the UAT Plan, at least three (3) business days before the UAT sessions are scheduled to begin.</p> <p>2.4.4.5 CONTRACTOR shall provide a software tool to log UAT defects and allow users to track the progress of the defect correction.</p> <p>2.4.4.6 CONTRACTOR shall review the list of UAT participants proposed by the Procuring Agency and identify any individuals who may have participated in the design or development of the system features being tested.</p> <p>2.4.4.7 CONTRACTOR shall migrate the changes in the system test environment to the UAT environment at least two (2) business days before the UAT testing is scheduled to begin.</p> <p>2.4.4.8 CONTRACTOR shall ensure UAT workstations are properly configured for the UAT environment.</p> |
| <p>2.5 Manage Agreed Payment Schedule</p>       | <p>2.5.1 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>2.5.1.1 Jan 1, 2013 – Dec 31, 2013: \$ 365,370.73<br/>                 2.5.1.2 Jan 1, 2014 – Dec 31, 2014: \$ 372,202.07<br/>                 2.5.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 378,917.22<br/>                 2.5.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 385,835.42</p> <p>Three renewal years described in Article 5:</p> <p>2.5.1.5 Jan 1, 2017 – Dec 31, 2017: \$ 379,152.94<br/>                 2.5.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 386,655.99<br/>                 2.5.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 394,260.35</p>   |



**Deliverable Number 54: Clinical Decision Support System (CDSS) – Operation and Maintenance**

| <u>Deliverable Fifty-Four</u>   |   | <u>Due Date</u>   | <u>Compensation</u>  |
|---|---|---|--|
| <b>CDSS – Operation and Maintenance</b><br><b>[Monthly System Operations]</b> |   | <b>Start: 1-Apr-2014</b><br><b>End: 31-Dec-2017</b><br><b>(Optional Years 1-Jan-2018 Through 31-Dec-2019)</b>   | <b>Not to Exceed \$ 4,286,024.00</b><br><br><b>Amount, plus NM GRT, due per agreed payment schedule in 54.6.</b> |
| Task Item   | Subtasks  | Description   |  |
| 54.6 Manage Agreed Payment Schedule   | 54.6.1 Invoice the State According to the Operations Payment Schedule | <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 Mar 1, 2014 – June 30, 2014: \$93,570.15/month<br/>                     54.6.1.2 July 1, 2014 – Dec. 31, 2014: \$62,380.10/month</p> <p>Post-grant years exercised by Procuring Agency:</p> <p>54.6.1.3 Jan. 1, 2015 – Dec. 31, 2015: \$60,676.88/month<br/>                     54.6.1.4 Jan. 1, 2016 – Dec. 31, 2016: \$60,676.88/month<br/>                     54.6.1.5 Jan 1, 2017 – June 30, 2017: \$49,552.78/month<br/>                     Jul 1, 2017 – Dec 31, 2017: \$54,609.19/month</p> <p>Two additional post-grant years remain at the option of the Procuring Agency should the contract be extended as described in Article 5:</p> <p>54.6.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 60,676.88/month<br/>                     54.6.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 60,676.88/month</p> |  |