

**STATE OF NEW MEXICO
HUMAN SERVICES
INFORMATION TECHNOLOGY AGREEMENT
AMENDMENT NO. 9**

~~SPD#~~ PSC 12-630-8000-0015 A9

~~SPD#~~ 10-630-00-18244

THIS CONTRACT AMENDMENT No. 9 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 Conduent State Healthcare, LLC (formerly known as Xerox State Healthcare, LLC), hereinafter referred to as the "CONTRACTOR" and collectively referred to as the "Parties". This Amendment 9 shall become effective upon the date of execution by both Parties (the "Effective Date").

The purpose of this Amendment is to:

1. Amend Article 3 - Compensation, Section B (Payment) to read one hundred seventy seven million, eighty eight thousand, eight hundred fifty four dollars and seventy four cents (\$177,088,854.74).
2. Modify the Agreement to reflect the CONTRACTOR name as Conduent State Healthcare, LLC on the signature page and to reflect Sean Pearson as Chief Information Officer for the Human Services Department on the signature page.

WHEREAS, the Parties hereto desire to amend the Agreement as stated above and to reflect the the CONTRACTOR name as Conduent State Healthcare, LLC on the signature page and to reflect Sean Pearson as Chief Information Officer for the Human Services Department on the signature page.

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. **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 (CY12 – CY18) shall not exceed one hundred seventy seven million, eighty eight thousand, eight hundred fifty four dollars and seventy four cents (\$177,088,854.74) (the "Amended Base Amount"). The 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:

State Fiscal Year 2012 (ending June, 2012):	\$ 268,360.88
State Fiscal Year 2013 (ending June, 2013):	\$ 23,344,088.35
State Fiscal Year 2014 (ending June, 2014):	\$ 30,084,757.42
State Fiscal Year 2015 (ending June, 2015):	\$ 25,063,321.00
State Fiscal Year 2016 (ending June, 2016):	\$ 25,976,443.74
State Fiscal Year 2017 (ending December, 2016):	\$ 12,814,939.85
State Fiscal Year 2017 (Jan. 2017 – June 2017):	\$ 12,824,246.95
State Fiscal Year 2018 (1 st half: July 2017 – Dec. 2017):	\$ 15,074,338.59
State Fiscal Year 2018 (2 nd half: Jan. 2018 – June 2018) (Base):	\$ 15,796,561.79
State Fiscal Year 2019 (1 st half: July 2018 – Dec. 2018) (Base):	\$ 15,841,796.17
State Fiscal Year 2019 (2 nd half: Jan. 2019 – June 2019) (Option):	\$ 15,941,899.31
State Fiscal Year 2020 (July, 2019 – June 2020) (Option):	\$ 16,095,730.04

The Amended 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 the Agreement, such Separately Invoiced Items and Services shall have a maximum State Fiscal Year amount of two million, one hundred thousand dollars (\$2,100,000.00).

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. Signature page is amended as follows:

Sean Pearson, Chief Information Officer, Human Services Department

Donna Migoni, Senior Vice President, Conduent State Healthcare, LLC

All other Articles, Terms, Conditions and Deliverables of PCS 12-630-8000-0015, the Original Agreement, and all subsequent Amendments, remain the same.

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

By: [Signature] Date: 1/8/18
Brent Earnest, Cabinet Secretary
Human Services Department

By: [Signature] Date: 12/21/17
Danny Sandoval, Chief Financial Officer
Human Services Department

By: [Signature] Date: 1/9/18
Sean Pearson, Chief Information Officer
Human Services Department

By: [Signature] Date: 12/18/17
Donna Migoni, Senior Vice President
Conduent State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By: [Signature] Date: 1/5/18
Christopher Collins, HSD 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: [Signature] Date: 23 JAN 2018
Darryl Ackley, Secretary and State CIO
Department of Information Technology

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

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: [Signature] Date: 1/10/18
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 1/29/18
State Purchasing Agent