

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
INFORMATION TECHNOLOGY AGREEMENT
AMENDMENT NO. 1**

SPD # PSC 20-630-8000-0020 (the "Agreement")
Amendment No. 1

THIS AMENDMENT NO. 1 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency" and **Conduent State Healthcare, LLC**, (formerly known as Xerox State Healthcare, LLC) hereinafter referred to as the "CONTRACTOR".

The purpose of this Amendment is to:

1. Amend Article 3 (Compensation) to increase the total amount payable to CONTRACTOR under the Agreement.
2. Amend Article 12 (Contractor Personnel).
3. Add Article 46, Records and Audit.
4. Amend Exhibit A, Scope of Work, Deliverable Five (5) POCMS – Ongoing Operation and Maintenance to add new Sub-tasks 5.5.18 through 5.5.1.13.
5. Amend Exhibit A, Scope of Work, Deliverable Five (5) POCMS – Ongoing Operation and Maintenance to add a new Task 5.11.
6. Amend Exhibit A, Scope of Work, Deliverable 22, MiVia Maintenance and Operations for projected increase through December 31, 2020.
7. Amend Exhibit A, Scope of Work to add Deliverable 28 – Design, Develop and Implement Debit Card and EVV Systems.

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, Payment is amended to read as follows:

ARTICLE 3 - COMPENSATION

- B. **Payment.** The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (2020 through 2022) shall not exceed one hundred twelve million three hundred seventy nine thousand two hundred forty-two dollars and seventy cents (\$112,379,242.70) the "Base Amount". This 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:

State Fiscal Year 2020 (ending June 2020)	\$21,963,256.55
State Fiscal Year 2021 (ending December 2020)	\$21,410,928.53

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State Fiscal Year 2021 (ending June 2021)	\$17,739,535.31
State Fiscal Year 2022 (ending December 2021)	\$17,218,446.93
State Fiscal Year 2022 (ending June 2022)	\$17,218,446.92
State Fiscal Year 2023 (ending December 2022)	\$16,828,628.46

The Base Amount includes a dollar amount for all services as stated in the Scope of Work, under this Agreement, and set forth in Exhibit A, attached to this Agreement; and a preliminary estimate for the Separately Invoiced Items and Services as identified in Article 3(F) of this Agreement.

The Base Amount also includes:

An estimated dollar amount for Exhibit A, Scope of Work, Deliverable Twenty-Two (Mi Via FMA – Ongoing Operations and Maintenance) (the “Mi Via FMA Services”). The estimated payment for the Mi Via FMA Services is calculated based on estimated Mi Via participants and Mi Via claim counts. At the end of each State Fiscal Year, if either the actual Mi Via participant or actual Mi Via claims counts for a year exceeded the estimates, CONTRACTOR shall be entitled to an equitable adjustment for any Base Amount, price, schedule, scope, resource, performance and/or other impacts for that State Fiscal Year and 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 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.

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

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. **Key Personnel.** Except in the event of retirement, resignation, termination, promotion, employee-requested transfer, illness, or death, CONTRACTOR’s key personnel shall not be diverted from this agreement without the prior written approval of the Procuring Agency. Key Personnel positions are the following positions, which are considered by the Procuring Agency to be mandatory to the work to be performed under this agreement: Executive Account Manager; Provider Operation Manager; Client Operation Manager; MMIS Systems Manager; Provider Relations Manager; Claims/TPL Manager; Financial Manager; Business Support Unit Manager; Technical Support Manager; Transition Manager; and Pharmacy Services Manager.

3. Article 46, Records and Audit, is added to the Agreement:

ARTICLE 46 – RECORDS AND AUDIT

Contractor will maintain detailed records directly pertinent to verifying Contractor’s invoices submitted under this Agreement during this Agreement’s term and will retain those records for a period of five (5) years from the date of Procuring Agency’s final payment to Contractor hereunder. Contractor’s records will be subject to inspection by Procuring Agency, DoIT’s CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor’s Office. Procuring Agency will have the right to audit Contractor’s billings prior and subsequent to each of Procuring Agency’s payments made to Contractor. Procuring Agency’s payment for the Deliverables hereunder will not foreclose Procuring Agency’s right to recover Procuring Agency’s payments made to Contractor against Contractor’s illegal Payment Invoices, if any. For avoidance of doubt, the right of audit under this Agreement extends only to those Contractor records directly pertinent to verifying invoices. Notwithstanding any other language, section, or provision, the Procuring Agency, DoIT’s CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor’s Office shall have no access to Contractor’s confidential or proprietary cost or pricing data. Contractor shall be entitled to (i) reasonable advance written notice of an audit, (ii) the auditor(s) conducting the audit during Contractor’s regular business hours and on a non-interference with business operations basis, (iii) an auditor entrance and exit conference, and (iv) a reasonable opportunity to review the auditor’s draft finding and provide comments before the audit is issued.

4. Exhibit A, Scope of Work, item VI (Scope of Work), E. Deliverable Number Five (Plan of Care Management System (POCMS) – Ongoing Operation Maintenance), Task Item 5.5 (Meet Payroll and Financial System Requirements), Subtask 5.5.1 (Meet Detailed Payroll and Financial Processing Specifications) is amended to add the following additional sub-bullets 5.5.1.8 through 5.5.1.13:

Deliverable Number Five: POCMS – Ongoing Operation and Maintenance

Deliverable Five		Due Date	Compensation
POCMS – Ongoing Operation and Maintenance [Monthly System Operations]		Start: 1-July-2020 End: 31-Dec-2022	Total compensation not to exceed, \$3,387,505.32 plus NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
5.5 Meet Payroll and Financial System Requirements (continued)	5.5.1.8 Meet Detailed Payroll and Financial Processing Specifications (continued)	5.5.1.8 Provide a debit card option for all SDCB employees, participants, employers and vendors. The Money Network Payroll Debit Card (MNC) allows CONTRACTOR to load funds for payroll and other goods/services via Automated	

		<p>Clearing House (ACH) to a card that has been issued in that individual's name.</p> <p>5.5.1.9 Establish debit card program using Money Network Card (MNC) as follows:</p> <ul style="list-style-type: none">5.5.1.9.1 Produce and publish a Pay Selection Form with information and consent of the employee and employer for MNC selection and activation5.5.1.9.2 Process Pay Selection Forms submitted by employee and employer during either time of enrollment or at a later date5.5.1.9.3 CONTRACTOR will enter details from Pay Selection form and select a temporary paper check5.5.1.9.4 Process MNC requests from spreadsheet daily to obtain account and routing details from MNC5.5.1.9.5 Staff will enter details into the CONTRACTOR's or CONTRACTOR's subcontractor's payroll and financial management system under the individual's account5.5.1.9.6 Once card is received and activated, individual will contact CONTRACTOR customer support to confirm receipt of card and details (account and routing numbers)5.5.1.9.7 CONTRACTOR will update pay type for that individual in the system to reflect MNC5.5.1.9.8 Once payment type is updated to reflect MNC, the system will process payment files delivered via Automated Clearing House (ACH) to the individual's MNC for all approved payments <p>5.5.1.10 MNC is issued by CONTRACTOR or CONTRACTOR's subcontractor in the individual's name for security of the card and to mitigate the risk that the card may be shared with others. MNC allows capability for the system to issue funds for other goods and services, including payment for approved purchases and payments.</p> <p>5.5.1.11 CONTRACTOR will process Sub-contractor payment requests and authorizations in the system.</p> <ul style="list-style-type: none">5.5.1.11.1 Sub-Contractor will issue ACH payment for allotted amount to the MNC on file for that individual based on the established payroll schedule5.5.1.11.2 CONTRACTOR will request verification of purchase form with receipt for records following payment being issued.
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	<p>5.5.1.12 CONTRACTOR will honor any existing deposit accounts transferred during the data transition that contain a valid routing and account number. If account details provided in the data transfer are found to be invalid for deposits, Sub-contractor will require a pay selection form be completed to designate a new deposit account or allow for the election of a MNC.</p> <p>5.5.1.13 Existing employees, employers, participants or vendors of SDBC who do not have a MNC and wish to obtain one for the processing of payments outside of payroll can request one by submitting a pay selection form to CONTRACTOR or CONTRACTOR’s subcontractor, at the direction of CONTRACTOR.</p>
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5. Exhibit A, Scope of Work, item VI (Scope of Work), E. Deliverable Number Five (Plan of Care Management System (POCMS) – Ongoing Operation Maintenance), is amended to add the following new Task Item 5.11 (Meet Electronic Visit Verification Requirements (EVV)):

<u>Deliverable Five</u>		<u>Due Date</u>	<u>Compensation</u>
POCMS – Ongoing Operation and Maintenance [Monthly System Operations]		Start: 1-July-2020 End: 31-Dec-2022	Total compensation not to exceed, \$3,387,505.32 plus NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
.11 Meet Electronic Visit Verification Requirements (EVV)	Meet EVV Implementation Requirements	<p>5.11 CONTRACTOR will set-up, prepare, and test the technology required for its performance of this Scope of Work, including the Financial Management System “FMS”) Web-based System and EVV system requirements identified herein.</p> <p>5.11.1 CONTRACTOR will coordinate as necessary with First Data, the statewide EVV contractor for New Mexico that is responsible for configuring and implementing the AuthentiCare solution for the SDCB program, on an interface between the CONTRACTOR’s MMIS and First Data’s AuthentiCare system subject to prior mutual agreement between Procuring Agency and CONTRACTOR on price, schedule, scope, resource, performance, SLA, and/or any other impacts (if any) of such coordination activities.</p>	

		<p>5.11.2 EVV Solution will capture the following six required points of data as required by the 21st Century Cures Act in effect as of the date of this amendment:</p> <ul style="list-style-type: none">5.11.2.1 Type of service performed5.11.2.2 Individual receiving services5.11.2.3 Individual providing services5.11.2.4 Date of the service5.11.2.5 Location of the service5.11.2.5 Time the service begins and ends <p>5.11.3 EVV Technology Options</p> <p>5.11.3.1 Make available to users the CONTRACTOR's or CONTRACTOR'S Sub-contractor's telephony that will allow employees of SDCB to call a toll-free number and complete the check-in and check-out process via the participant's landline or mobile phone.</p> <p>5.11.3.2 Provide a mobile application that will allow the employees to check-in and check-out via a smart device. CONTRACTOR or CONTRACTOR's Sub-contract will preregister the device to capture accurate location integration with GPS technology. The mobile application will be compatible with Android and iOS Operating Systems. The mobile application must be available in English, Spanish, and on both Android and iOS. Mobile The mobile application will provide the ability for employees to check-in and check-out when there is no land line or cell coverage (Limited Service Zones). The mobile application will store encrypted visit data for delayed transmission (store and forward) and automatically transmits this data when WiFi or cellular coverage is detected.</p> <p>5.11.3.3 Operate and maintain a third-party online time submission portal for review, edit and approval of time submissions received by employees of SDCB program. Notwithstanding anything to the contrary, the Procuring Agency acknowledges and agrees the Procuring Agency shall not have any access, use, or other rights to the third-party portal except if and to the extent the third-party has granted such rights to the Procuring Agency directly or in its agreement with CONTRACTOR.</p>
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		<p>5.11.3.4 Time entries will be batch uploaded to the online time submission portal by CONTRACTOR daily for employee and employer review and submission.</p> <p>5.11.3.5 Neither platform will include a scheduling feature, all services will be captured via the unscheduled visit feature to remain in line with the philosophy of self-direction and maintaining employer authority.</p> <p>5.11.3.6 Intentionally omitted.</p> <p>5.11.3.7 CONTRACTOR will complete user interface testing with First Data to test integration.</p> <p>5.11.3.8 Produce test files of claims submissions for integration with the First Data aggregator platform.</p> <p>5.11.3.9 Intentionally omitted.</p> <p>5.11.3.10 CONTRACTOR will test the EVV Systems functionality via a test environment prior to implementation.</p> <p>5.11.3.11 CONTRACTOR shall conduct weekly meetings so deliverables and outstanding action items are completed in conjunction with the mutually agreed upon EVV work plan.</p> <p>5.11.3.12 CONTRACTOR shall review any change requests of data format requirements for EVV from First Data or the Procuring Agency, and CONTRACTOR will, in accordance with Article 14 (Change Management) of the Agreement, develop scope of work changes if necessary.</p> <p>5.11.4 User Registration</p> <p>5.11.4.1 Produce registrations forms, training materials, user guides and instructions for users regarding both the mobile application and telephony</p> <p>5.11.4.2 Publish all registration materials on the CONTRACTOR website</p> <p>5.11.4.3 CONTRACTOR will distribute, collect and process EVV Registration Forms and enter data into the Contractor portal in accordance with the policies and procedures established by CONTRACTOR and the Procuring Agency.</p> <p>5.11.4.4 CONTRACTOR will be responsible for collecting registration forms received from SDCB Employees and Employers ("EE") and entering the data from the forms into the CONTRACTOR's or</p>
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		<p>CONTRACTOR'S Sub-contractor FMS for both new and transitioning EEs.</p> <p>5.11.4.5 CONTRACTOR will enter the EE's valid and unique e-mail address.</p> <p>5.11.4.6 CONTRACTOR will enter the device ID (EE's cell phone) or participant's landline during the enrollment process (Intake).</p> <p>5.11.4.7 CONTRACTOR also will update changes to services and budgets in the Care Management Portal (CMP).</p> <p>5.11.4.8 CONTRACTOR will register all Employee of Record ("EOR") and EEs with CONTRACTOR's payment application for both new and existing EEs.</p> <p>5.11.4.9 Interactive Voice Response (IVR) registration will be completed by the EEs and entered into the CONTRACTOR's CMP system.</p> <p>5.11.4.10 CONTRACTOR will issue credentials to the EE end user for access to the portal and EVV mobile application.</p>
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6. Exhibit A, Scope of Work, Paragraph VI, Deliverable Twenty-Two, Mi Via Financial Management Agent (FMA) – Ongoing Operations and Maintenance is amended by deleting Task Item 22.6 and inserting the following new Task Items 22.6 and 22.7:

Deliverable Number 22: Mi Via Financial Management Agent (FMA) – Ongoing Operations and Maintenance

<u>Deliverable Twenty-Two</u>		<u>Due Date</u>	<u>Compensation</u>
<p>Mi Via FMA - Ongoing Operations and Maintenance</p> <p>[Monthly Fiscal Operations]</p>		<p>Start: 1-Jan-2020 End: 31-Dec-2022</p>	<p>Paid at a Fixed Rate Per Member per Month and Per Claim</p> <p>Total estimated compensation \$20,305,745.26, plus NM GRT, due per agreed payment schedule in 22.7</p>
Task Item	Subtasks	Description	

<p>22.6 New Mexico 1915(c) Home and Community Based Services Supports Waiver Program</p>	<p>22.6.1 – Expansion of New Mexico Supports Waiver program.</p>	<p>22.6.1.1 Procuring Agency/Developmental Disabilities Supports Division (“DDSD”) will release the number of individuals participating in the Supports Waiver program expansion on 7/1/2020. The number of individuals in the expansion will range between 1500 – 2000 members. The new individuals participating in the expanded Supports Waiver program will be invoiced per the PMPM schedule itemized in task 22.7. The invoice for the individuals added as part of the expansion will be in addition to the current member PMPM invoice.</p>
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<p>22.7 Manage Agreed Payment Schedule</p>	<p>22.7.1 Invoice the State According to the Mi Via Operations Payment Schedule</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>22.7.1.1 Jan 1, 2020 – Dec 31, 2020: PMPM \$120.47 22.7.1.2 Jan 1, 2021 – Dec 31, 2021: PMPM \$120.47 22.7.1.3 Jan 1, 2022 – Dec 31, 2022: PMPM \$120.47</p> <p>In addition, 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>22.7.1.1 Jan 1, 2020– Mar 31, 2020: Per Claim \$34.64 22.7.1.2 Jan 1, 2021 – Dec 31, 2021: Per Claim \$34.64 22.7.1.3 Jan 1, 2022 – Dec 31, 2022: Per Claim \$34.64</p>
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7. Exhibit A, Scope of Work, Paragraph VI is amended by adding a new Deliverable Twenty-Eight, Debit Card and Electronic Visit Verification (EVV) Development and Implementation, set forth below:

Deliverable Number 28: Debit Card and Electronic Visit Verification Development and Implementation:

<u>Deliverable Twenty-Eight</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Debit Card and Electronic Visit Verification Development and Implementation [Monthly System Operations]</p>	<p>Start: 1-July-2020 End: 31-Dec-2022</p>	<p>Total compensation not to exceed, \$607,731.15 plus NM GRT, due per agreed payment schedule.</p>

Task Item	Subtasks	Description
28 Design, Develop and Implement Debit Card and EVV Systems	28.1 – Enhance Debit Card and EVV systems	<p>28.1.1 – CONTRACTOR will provide a debit-card option for all SDCB program employees, participants, and employers.</p> <p>28.1.2 – CONTRACTOR will set-up, prepare and test the technology required for its performance of this Scope of Work, including the FMS Web-based System and EVV system requirements.</p> <p>28.1.3 – Upon approval by the Procuring Agency, the CONTRACTOR shall implement the new FMS Web-based and EVV systems into production.</p> <p>28.1.4 This enhancement will be operational no later than January 1st, 2021 unless the CONTRACTOR and Procuring Agency mutually agree upon an alternative implementation date.</p> <p>28.1.5 Intentionally omitted.</p> <p>28.1.6 Enhancements shall be implemented under using the contract management structure described in Article 37.</p> <p>28.1.7 CONTRACTOR shall provide management and oversight of the enhancement project, including written reports provided biweekly or as otherwise mutually agreed by the Procuring Agency and CONTRACTOR, on the accomplishments, status, and unresolved issues of the enhancement project, noting any deviations from the work plan or approved schedule.</p> <p>28.1.8 CONTRACTOR shall identify, request, and schedule coordination meetings as necessary to facilitate CONTRACTOR access to the information it needs to perform its enhancement project obligations as set forth in this Statement of Work.</p> <p>28.1.9 CONTRACTOR shall provide all hardware and software necessary: to manage, track, and report on the project status as set forth in this Statement of Work; to identify and</p>

		<p>track outstanding issues or problems as set forth in this Statement of Work; to test system functionality and carry out regression testing as set forth in this Statement of Work; and to execute all data transfers completely and accurately.</p> <p>28.1.10 CONTRACTOR shall provide the Procuring Agency with the final report that documents the completion and results of each step in the mutually agreed upon enhancement project work plan.</p> <p>28.1.11 CONTRACTOR shall meet with the Procuring Agency's Project Manager and other staff as mutually agreed by the Procuring Agency and CONTRACTOR.</p> <p>28.1.12 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>
28 Design and Develop Debit Card and EVV Systems (continued)	28.2 -Obtain State approval for Development milestones	<p>28.2.1 During the design, development and implementation of this enhancement, the CONTRACTOR will deliver each of the following items ("Deliverables") :</p> <p>28.2.1.1 Work Plan</p> <p>28.2.1.2 Biweekly Status Reports</p> <p>28.2.1.3 Requirements Analysis Document</p> <p>28.2.1.4 Detailed Design Document</p> <p>28.2.1.5 Acceptance Test Results</p> <p>28.2.1.6 System Documentation Updates</p>
28.3 Managed Agreed Payment Schedule	28.3.1 Invoice the State according to the Subtask Payment schedule	<p>28.3.1.1 CONTRACTOR shall invoice the Procuring Agency for the following percentages of Deliverable 28 compensation, less retainage, upon approval of the following Subtasks:</p> <p>28.3.1.2 Fifteen percent (15%) upon completion of the Requirements Analysis Document (28.2.1.3)</p> <p>28.4.1.2 Thirty percent (30%) upon completion of the Detailed Design Document (28.2.1.4)</p>

		<p>28.4. 1.3 Thirty-five percent (35%) upon completion of Acceptance Test Results (28.2.1.5)</p> <p>28.4 .1.4 Twenty percent (20%) upon implementation of this enhancement into production.</p> <p>For avoidance of doubt, the State shall release the retainage to CONTRACTOR upon Go-live of this enhancement.</p>
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IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the State Purchasing Division, below.

By: David Scrase Date: 6/30/2020
David R. Scrase, M.D.
HSD Cabinet Secretary

By: Danny Sandoval Date: 6/25/2020
Danny Sandoval
HSD Chief Financial Officer

By: Sean Pearson Date: 6/25/2020
Sean Pearson
HSD Chief Information Officer

By: Donna Migoni Date: 6/24/20
Donna Migoni, Vice President
Conduent State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By: [Signature] Date: 6/26/2020
HSD General Counsel

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: 02-408915-00-0

By: AnnMarie Lucero Date: 6/30/2020
Taxation and Revenue Department

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

By: [Signature] Date: 7/2/20
John Salazar, Cabinet Secretary Designate and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Division:

By: _____ Date: _____
State Purchasing Agent