

STATE OF NEW MEXICO  
HUMAN SERVICES DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT NO. 3

**THIS AMENDMENT No. 3** to Professional Services Contract (PSC) PSC 15-630-8000-0016 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor".

The Purpose of this Amendment is to adjust compensation and deliverable dates for FY17 and FY18.

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:

Section 1, Amended Scope of Work is amended to read as follows:

**1. Scope of Work.**

The Contractor shall perform all services detailed in Exhibit A, Amended Scope of Work, attached hereto and incorporated in this Agreement by reference.

Section 2, Compensation, Paragraph A, is amended to read as follows:

**2. Compensation.**

A. The HSD shall pay to the Contractor in full payment compensation (fixed fees) not to exceed \$639,920 including gross receipts tax, and expenses, for services satisfactorily performed as set forth in Exhibit A, Amended Scope of Work.

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed \$40,860 in FY15.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed \$215,050 in FY16.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed \$253,550 in FY17.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed \$130,460 in FY18.

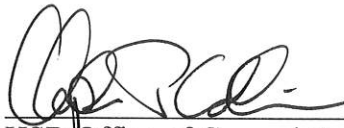
Exhibit A, Amended Scope of Work, Section G, Deliverables, is replaced in its entirety, attached hereto and incorporated in this Agreement by reference.

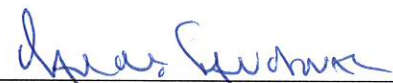
**All other Sections and Deliverables of PSC 15-630-8000-0016, as amended, remain the same.**

**The remainder of this page intentionally left blank.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the HSD below:

By:  Date: 5/9/17  
HSD Cabinet Secretary

By:  Date: 5/9/17  
HSD Office of General Counsel

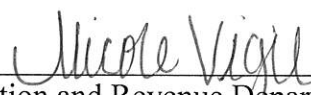
By:  Date: 5/26/17  
HSD Chief Financial Officer

By:  (PRINCIPAL, DELWITE CONSULTING LLP) Date: 24 APRIL 2017  
Contractor

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: 03-011368-00-7

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

By:  Date: 5/10/17  
Taxation and Revenue Department

**EXHIBIT A  
AMENDED SCOPE OF WORK**

**G. Deliverables:**

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and provide the Deliverables as described in the following sections.

**Deliverable 1: Monthly Progress Reports**

<b>Deliverable</b>	<b>Due Date</b>	<b>Compensation</b>
<p><b>Monthly Progress Reports</b></p>	<p>Upon completion of each month of contract period *Specific date TBD</p>	<p><b>\$840.00 per Report for March, 2015, through February, 2016, or 12 Reports. Total at this rate for this period is \$10,080.00, plus</b></p> <p><b>\$870.00 per Report for March, 2016, through February, 2017 or 12 Reports. Total at this rate for this period is \$10,440.00, plus</b></p> <p><b>\$910.00 per Report for March, 2017 through December 2017, or 10 Reports. Total at this rate for this period is \$9,100.00</b></p> <p><b>Deliverable 1 Total for March, 2015 through December, 2017 \$29,620.00 (all amounts include GRT)</b></p>

<b>Task Item</b>	<b>Sub Tasks</b>	<b>Description</b>
<b>Monthly Progress Reports</b>	<b>Report Development and Delivery</b>	The Contractor shall provide written monthly progress reports to HSD during the contract period. These reports must describe the tasks, deliverables and key milestones performed under the contract and the status of deliverables during the month. These must also identify the staff members working on each activity.
	<b>Project Issues &amp; Risk Logs</b>	Contractor will maintain a Project Issues Log that documents project issues and the Project Risk Log that documents project risks. These logs will include open items, resolutions, dates and involved parties. Contractor will present the Project Issues Log and Risk Log to HSD in the Monthly Progress Reports.

**Deliverable 2: Quarterly CMS Reports**

<b><u>Deliverable</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>Quarterly CMS Reports</b>	<p>Upon completion of each Quarter of contract period *Specific date TBD</p>	<p><b>\$37,500.00 per Report for March, 2015, through February, 2016, or Four (4) Reports.</b>  <b>Total at this rate for this period is \$150,000.00, plus</b></p> <p><b>\$43,550.00 per Report for March, 2016, through February, 2017, or Four (4) Reports.</b>  <b>Total at this rate for this period is \$174,200.00, plus</b></p> <p><b>\$49,600.00 per Report for March, 2017, through December, 2017. Three (3) Reports.</b>  <b>Total at this rate for this period is \$148,800.00.</b></p> <p><b>Deliverable 2 Total for March, 2015 through December, 2017</b>  <b>\$473,000.00</b>  <b>(all amounts include GRT)</b></p>

<b><u>Task Item</u></b>	<b><u>Sub Tasks</u></b>	<b><u>Description</u></b>
<b>Quarterly CMS Reports</b>	<b>Report Development and Delivery</b>	<p>The Contractor will report quarterly on the progress of evaluation activities, including key milestones accomplished, as well as challenges encountered and how they were addressed. The Contractor must include interim findings when available. The Contractor shall submit the first quarterly report draft on evaluation activities to HSD for review at least one month prior to the CMS deadline. The CMS deadline shall be communicated to the Contractor no less than thirty (30) days before the quarterly report draft is due to HSD. The Contractor shall submit subsequent quarterly report drafts to HSD at least two weeks prior to the CMS deadline.</p>

**Deliverable 3: Annual CMS Report**

<b><u>Deliverable</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>Annual CMS Report</b>	<b>March 3, 2016</b>	<b>\$48,800 for March, 2015, through February, 2016.</b>
	<b>March 3, 2017</b>	<b>\$62,700 for March 2016, through February, 2017</b>  <b>(all amounts include GRT)</b>

<b><u>Task Item</u></b>	<b><u>Sub Tasks</u></b>	<b><u>Description</u></b>
<b>Annual CMS Reports</b>	<b>Report Development and Delivery</b>	The Contractor must report annually on the progress of evaluation activities, including key milestones accomplished, as well as challenges encountered and how they were addressed. The Contractor must include interim findings when available. The Contractor shall submit a draft of the annual report to HSD at least one month prior to the CMS deadline.

**Deliverable 4: Executive Summary**

<b><u>Deliverable</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>Executive Summary (brief and comprehensive)</b>	<b>On or before May 20, 2016</b>	<b>\$0</b>

<b><u>Task Item</u></b>	<b><u>Sub Tasks</u></b>	<b><u>Description</u></b>
<b>Executive Summary</b>	<b>Final report of development and delivery</b>	The Contractor will provide an Executive Summary fo the final evaluation report that follows the Evaluation Design Plan.

**Deliverable 5: Interim CMS Evaluation Report(s) to be provided within the option years of this Agreement.**

<b>Deliverable</b>	<b>Due Date</b>	<b>Compensation</b>
<b>Interim CMS Evaluation Report(s)</b>	<b>September 18, 2017</b>	<b>\$25,800 (Includes GRT)</b>

<b>Task Item</b>	<b>Sub Tasks</b>	<b>Description</b>
<b>Interim CMS Evaluation Report(s)</b>	<b>Report Development and Delivery</b>	If the state submits a request for a renewal of the Centennial Care demonstration while the contractor is under contract, the Contractor must develop an interim evaluation report. The Contractor's report must follow the Evaluation Design Plan and must include an executive summary, a description of the demonstration, a discussion of the study design, a discussion of findings and conclusions, and a description of policy implications. The discussion of conclusions and policy implications should support the request for the demonstration renewal. The interim evaluation report is due to CMS at the time of the renewal application. CMS determines the deadline for the renewal application, and this deadline is typically twelve (12) months prior to the waiver expiration date. The Contractor will be required to submit a detailed outline of this report to HSD at least six (6) months prior to the CMS deadline. The Contractor shall submit the first draft of the report to HSD at least four months prior to the CMS deadline.



**Deliverable 6: Analytic & Summary Data Files**

<b>Deliverable</b>	<b>Due Date</b>	<b>Compensation</b>
<b>Analytic &amp; Summary Data Files</b>	<b>As required and mutually agreed upon by HSD and the Contractor</b>	<b>\$0</b>

<b>Analytic &amp; Summary Data Files</b>	<b>File Organization and Delivery</b>	The Contractor shall provide HSD with its summary and analytic data files used to conduct the evaluation upon request. These files must be organized, clearly labeled, and accompanied by a data dictionary.
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