

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT
AMENDMENT NO. 5

THIS AMENDMENT No. 5 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 extend the Agreement through FY19 and adjust compensation and deliverable dates for FY19.

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 and reads 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 and reads as follows:

2. Compensation.

A. The HSD shall pay to the Contractor in full payment compensation (fixed fees) not to exceed one million two hundred twenty eight thousand one hundred forty dollars (\$1,228,140) 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 Contractor agrees to assist the HSD in responding to inquiries that HSD receives from the Centers for Medicare and Medicaid Services (CMS) relevant to Contractor-specific work product provided in the Final Report and data contained therein effective the date of submittal of the Final Report through June 30, 2020 with no further compensation as described in Deliverable 7. 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 forty thousand eight hundred sixty dollars (\$40,860) in FY15.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed two hundred fifteen thousand fifty dollars (\$215,050) in FY16.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed two hundred fifty-three thousand five hundred fifty dollars (\$253,550) in FY17.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed three hundred seventeen thousand nine hundred thirty dollars (\$317,930) in FY18.

The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses shall not exceed four hundred thousand seven hundred fifty dollars (\$400,750) in FY19.

Section 3, Term, is amended and reads as follows:

3. Term

This Amendment shall be effective January 1, 2019 and shall terminate on June 30, 2019 unless amended, extended, or terminated pursuant to the terms of this PSC.

The Contractor agrees to assist the HSD in responding to inquiries the HSD receives from the CMS relevant to Contractor-related work product in the Final Report and data as contained therein effective the date of submittal of the Final Report through June 30, 2020.

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.

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

By: [Signature] Date: 12/10/18
HSD Cabinet Secretary

By: [Signature] Date: 12/7/18
HSD Office of General Counsel

By: [Signature] Date: 12/7/2018
HSD Chief Financial Officer

By: [Signature] (MIKE PHELON, DELOITTE CONSULTING LLP) Date: 06 DEC 2018
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: [Signature] Date: 12-10-18
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

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
<p align="center">Monthly Progress Reports</p>	<p align="center">Upon completion of each month of contract period *Specific date TBD</p>	<p>Initial PSC 15-630-8000-0016: Twelve (12) Monthly Progress Reports at \$840.00 each for a subtotal of \$10,080.00.</p> <p>Amendments No. 1 and 2: Ten (10) Monthly Progress Reports at \$870.00 each for a subtotal of \$8,700.00.</p> <p>Amendment 3: Two (2) Monthly Progress Reports at \$870.00 each and ten (10) Monthly Progress Reports at \$910.00 each for a subtotal of \$10,840.00.</p> <p>Amendment 4: Two (2) Monthly Progress Reports at \$910.00 each and ten (10) Monthly Progress Reports at \$950.00 each for a subtotal of \$11,320.00.</p> <p>Amendment 5: Zero (0) Monthly Progress Reports.</p> <p>Deliverable 1 Total through Amendment 5 \$40,940.00</p> <p>(all amounts include GRT)</p>

Task Item	Sub Tasks	Description
Monthly Progress Reports	Report Development and Delivery	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.
	Project Issues & Risk Logs	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

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Quarterly CMS Reports</p>	<p>Upon completion of each Quarter of contract period *Specific date TBD</p>	<p>For initial PSC 15-630-8000-0016: Four (4) Quarterly Progress Reports at \$37,500 each for a subtotal of \$150,000.00.</p> <p>Amendments No. 1 and 2: Three (3) Quarterly Progress Reports at \$43,550 each for a subtotal of \$130,650.00.</p> <p>Amendment 3: One (1) Quarterly Progress Report at \$43,550 and Three (3) Quarterly Progress Reports at \$49,600 all for a subtotal of \$192,350.00.</p> <p>Amendment 4: One (1) Quarterly Progress Report at \$49,600 and Three (3) Quarterly Reports at \$55,750 all for a subtotal of \$216,850.00.</p> <p>Amendment 5: One (1) Quarterly Progress Report at \$55,750.</p> <p>Deliverable 2 Total through Amendment 5 \$745,600.00. (all amounts include GRT)</p>

Task Item	Sub Tasks	Description
Quarterly CMS Reports	Report Development and Delivery	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.

Deliverable 3: Annual CMS Report

Deliverable	Due Date	Compensation
Annual CMS Report		Initial PSC 15-630-8000-0016: One (1) Annual CMS Report at \$48,800.00 for a subtotal of \$48,800.00.
	March 3, 2016	Amendment 3: One (1) Annual CMS Report at \$62,700.00 for a subtotal of \$62,700.00.
	March 3, 2017	Amendment 4: One (1) Annual CMS Report at \$76,500.00 for a subtotal of \$76,500.00.
	February 3, 2019	Amendment 5: One (1) Annual CMS Report at \$90,700.00 for a subtotal of \$90,700.00.
		Deliverable 3 Total through Amendment 5 \$278,700.00 (all amounts include GRT)

Task Item	Sub Tasks	Description
Annual CMS Reports	Report Development and Delivery	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

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

Task Item	Sub Tasks	Description
Executive Summary	Final report of development and delivery	The Contractor will provide an Executive Summary for 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.

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

Task Item	Sub Tasks	Description
Interim CMS Evaluation Report(s)	Report Development and Delivery	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

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

Analytic & Summary Data Files	File Organization and Delivery	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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Deliverable 7: Final CMS Evaluation Report(s) to be provided within the option years of this Agreement.

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Final CMS Evaluation Report(s) which includes assisting the HSD in responding to inquires the HSD receives from the CMS relevant Contractor-related work product in the Final Report and data as contained therein effective the date of submittal of the Final Report through June 30, 2020.	March 15, 2019	\$137,100 (Includes GRT)

Summary of Deliverables and Agreements

Deloitte Cent Care Eval PSC and amendments:						Deliverables
Del #	Description	Agreement	Qty	cost each	subtotal	Total through A5
1	Mo. Progress reports	initial PSC	12	\$840	\$ 10,080.00	
		A1 and A2	10	\$870	\$ 8,700.00	
		A3	2	\$870	\$ 1,740.00	
		A3	10	\$910	\$ 9,100.00	
		A4	2	\$910	\$ 1,820.00	

		A4	10	\$950	\$ 9,500.00	
		A5	0	0	0	\$ 40,940.00
2	Quarterly CMS reports	initial PSC	4	\$37,500	\$150,000.00	
		A1 and A2	3	\$43,550	\$130,650.00	
		A3	1	\$43,550	\$ 43,550.00	
		A3	3	\$49,600	\$148,800.00	
		A4	1	\$49,600	\$ 49,600.00	
		A4	3	\$55,750	\$167,250.00	
		A5	1	\$55,750	\$223,000.00	\$ 745,600.00
3	Annual CMS reports	initial PSC	1	\$48,800	\$ 48,800.00	
		A1 and A2	0	\$0	\$0.00	
		A3	1	\$62,700	\$ 62,700.00	
		A4	1	\$76,500	\$ 76,500.00	\$ 188,000.00
		A5	1	\$90,700	\$ 167,200.00	\$ 278,700.00
4	Executive Summary	initial PSC	1	0	\$0.00	\$0.00
5	Interim CMS eval report	initial PSC	1	\$25,800	\$25,800.00	\$ 25,800.00
6	Analytic & Summary Data Files	initial PSC		0	\$0.00	\$0.00
7	Final CMS eval. report	A5	1	\$137,100	\$137,100	\$137,100
	Total all Agreements	through	A5			\$1,228,140.00