

STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 3

THIS AMENDMENT No. 3 to Professional Services Contract (PSC) 21-630-8000-0017 is made and entered into by and between the State of New Mexico **Health Care Authority**, hereinafter referred to as the “HCA,” and the **Health Services Advisory Group Inc.**, hereinafter referred to as the “Contractor”.

The purpose of this Amendment is to revise Exhibit A, Compensation Invoice Schedule through FY26 to align with the extended 1115 Centennial Care 2.0 Demonstration Waiver approved by CMS. There is no budget impact to this contract, however the compensation section of the contract is being revised to align the invoice schedule to the appropriate State Fiscal Year activities. Also, to change Human Services Department (HSD) to Health Care Authority (HCA) which was pursuant to SB16 in the 2023 legislative session and will be effective July 1, 2024.

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 2, Compensation, is amended to read as follows:

2. Compensation.

A. The HCA shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit A, Scope of Work, compensation not to exceed one million three hundred seventy-two thousand three hundred twenty-four dollars (\$1,372,324) including gross receipts tax if applicable. 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 HCA 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 HCA shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred seven thousand one hundred fifty-eight dollars (\$107,158) including gross receipts tax, if applicable, for SFY21.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred fifty-four thousand nine hundred forty-eight (\$154,948) including gross receipts tax, if applicable, for SFY22.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed three hundred ten thousand nine hundred fifty-five dollars (\$310,955) including gross receipts tax, if applicable, for SFY23.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed compensation of one hundred seventy-one thousand eight hundred thirty-three dollars and twenty-one cents (\$171,833.21) for Aim 4 and Aim 5 Behavioral Health related measures and one hundred sixty-one thousand eight hundred seventeen dollars and seventy-nine cents (\$161,817.79) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed three hundred thirty-three thousand six hundred fifty-one dollars (\$333,651.00) including gross receipts tax, if applicable, for SFY24.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed compensation of forty-nine thousand five hundred eighty-three dollars and sixty-three cents (\$49,583.63) for Aim 4 and Aim 5 Behavioral Health related measures and fifty-six thousand six hundred sixty-seven dollars and one cent (\$56,667.01) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed one hundred six thousand two hundred fifty dollars and sixty-four cents (\$106,250.64) including gross receipts tax, if applicable, for SFY25.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed compensation of one hundred sixty-seven thousand seven hundred one dollars and ninety-seven cents (\$167,701.97) for Aim 4 and Aim 5 Behavioral Health related measures and one hundred ninety-one thousand six hundred fifty-nine dollars and thirty-nine cents (\$191,659.39) for Non-Aim 4/Aim 5 Physical Health related measures, for total not to exceed three hundred fifty-nine thousand three hundred sixty-one dollars and thirty-six cents (\$359,361.36) including gross receipts tax, if applicable, for SFY26.

Exhibit A, Amended Scope of Work, Compensation Invoice Schedule through FY26, is added attached hereto and referenced in this amendment.

All other sections of PSC 21-630-8000-0017, as amended, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Health Care Authority.

By: DocuSigned by:
Dana Flannery Date: 6/11/2024
57172D1EF9F744D...
HCA Cabinet Secretary

By: DocuSigned by:
Mark Reynolds Date: 6/11/2024
6241C19C1E01414...
HCA Office of General Counsel

By: DocuSigned by:
Carolee A. Graham Date: 6/11/2024
FB15A98045214DA...
HCA Chief Financial Officer

By: DocuSigned by:
Mary Ellen Dalton Date: 6/11/2024
5A0EBD2BF28E43D...
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.

BTIN: 03-056846-00-3

By: DocuSigned by:
Anna Marie Lucero Date: 6/11/2024
A1E23200AE974AA...
Taxation and Revenue Department

By: Anna Vigil Date: 6/14/2024
SPD/Contracts Review Bureau

Exhibit A
Amended Scope of Work

Deliverable/Task	Responsible Team	Anticipated End Date	Fiscal Year Funding	Pct of Fiscal Year Deliverable Effort	Deliverable Amount	Aim 4/5*	Non-Aim 4/5*
Fiscal Year (FY) 2021 - 7/1/2020-6/30/2021			\$ 107,158.00			\$ 49,610.19	\$ 57,547.81
Q1 2021 (quarterly) summary monitoring report	HSAG	4/7/2021		100.00%	\$ 107,158.00	\$ 49,610.19	\$ 57,547.81
FY 2022 - 7/1/2021-6/30/2022			\$ 154,948.00			\$ 71,735.19	\$ 83,212.81
Q2 2021 (quarterly) summary monitoring report	HSAG	7/7/2021		23.00%	\$ 35,638.04	\$ 16,499.09	\$ 19,138.95
Q3 2021 (quarterly) summary monitoring report	HSAG	10/7/2021		23.00%	\$ 35,638.04	\$ 16,499.09	\$ 19,138.95
Q4 2021 (annual [CY2021]) summary monitoring report	HSAG	1/7/2022		31.00%	\$ 48,033.88	\$ 22,237.91	\$ 25,795.97
Q1 2022 (quarterly) summary monitoring report	HSAG	4/7/2022		23.00%	\$ 35,638.04	\$ 16,499.09	\$ 19,138.95
FY 2023 - 7/1/2022-6/30/2023			\$ 310,955.00			\$ 143,960.65	\$ 166,994.35
Q2 2022 (quarterly) summary monitoring report	HSAG	7/7/2022		12.00%	\$ 37,314.60	\$ 17,275.28	\$ 20,039.32
Draft interim evaluation report	HSAG	8/1/2022		25.00%	\$ 77,738.75	\$ 35,990.16	\$ 41,748.59
Q3 2022 (quarterly) summary monitoring report	HSAG	10/7/2022		12.00%	\$ 37,314.60	\$ 17,275.28	\$ 20,039.32
Final draft interim report	HSAG/HSD	12/30/2022		15.00%	\$ 46,643.25	\$ 21,594.10	\$ 25,049.15
Q4 2022 (annual [CY2022]) summary monitoring report	HSAG	1/9/2023		14.00%	\$ 43,533.70	\$ 20,154.49	\$ 23,379.21
Q1 2023 (quarterly) summary monitoring report	HSAG	4/7/2023		12.00%	\$ 37,314.60	\$ 17,275.28	\$ 20,039.32
Final interim evaluation report	HSAG	6/30/2023		10.00%	\$ 31,095.50	\$ 14,396.06	\$ 16,699.44

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FY 2024 - 7/1/2023-6/30/2024				\$ 333,651.00				\$ 171,833.21	\$ 161,817.79
Q2 2023 (quarterly) summary monitoring report	HSAG	7/7/2023			20.99%	\$ 70,034.56		\$ 32,423.41	\$ 37,611.15
Q3 2023 (quarterly) summary monitoring report, including SMI/SED	HSAG	10/9/2023			21.62%	\$ 72,151.56		\$ 33,670.73	\$ 38,480.83
Evaluation Design Revisions to Include SMI/SED	HSAG	10/9/2024			9.21%	\$ 30,729.00		\$ 30,729.00	\$ -
Q4 2023 (annual [CY2023]) summary monitoring report, including SMI/SED	HSAG	1/8/2024			24.99%	\$ 83,375.88		\$ 38,908.74	\$ 44,467.14
Q1 2024 (quarterly) summary monitoring report, including SMI/SED	HSAG	4/7/2024			23.19%	\$ 77,360.00		\$ 36,101.33	\$ 41,258.67
FY 2025 - 7/1/2024-6/30/2025				\$ 106,250.64				\$ 49,583.63	\$ 56,667.01
Q2 2024 (quarterly) summary monitoring report, including SMI/SED	HSAG	7/7/2024			37.62%	\$ 39,969.64		\$ 18,652.50	\$ 21,317.14
Summative Report Data Request and Validation Summary	HSAG/HSD	10/9/2024			62.38%	\$ 66,281.00		\$ 30,931.13	\$ 35,349.87
FY 2026 - 7/1/2025-6/30/2026				\$ 359,361.36				\$ 167,701.97	\$ 191,659.39
Draft summative evaluation report	HSAG	9/1/2025			55.00%	\$ 197,648.75		\$ 92,236.08	\$ 105,412.67
Final draft summative report	HSAG/HSD	12/31/2025			30.00%	\$ 107,808.41		\$ 50,310.59	\$ 57,497.82
Final summative evaluation report, including CMS revisions	HSAG	TBD			15.00%	\$ 53,904.20		\$ 25,155.30	\$ 28,748.90
Contract Total				\$ 1,372,324.00				\$ 654,424.83	\$ 717,899.17

*FY 2021 through Q2 2023 (quarterly) summary monitoring report reflects the Aim 4 vs. Non-Aim 4 split. Q3 2023 (quarterly) summary monitoring report through FY 2026 reflects the Aim 4/5 vs. non-Aim 4/5 split.

Note: Gray shading indicates Deliverable/Task(s) that have been invoiced to date. The invoice schedule is contingent on the conclusion of the Centennial Care 2.0 1115 Waiver Demonstration on 6/30/24, and the Summative Evaluation Report being due to CMS on 12/31/25.