

**State of New Mexico**  
**Procuring Agency of Human Services**  
**Information Technology Agreement Amendment No. 3**

SPD # PSC 10-630-00-18244 A3

THIS CONTRACT AMENDMENT NO. 3 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 Xerox State Healthcare, LLC, hereinafter referred to as the “CONTRACTOR” and collectively referred to as the “Parties”.

The purpose of this Amendment is to:

1. Modify Article 3.B to increase the cost limits in Article 3.B. to reflect the modified scope of work and make provision for optional Deliverable #50.
2. Update Article 9 to clarify that the contract’s Software as a Service (“SaaS”) provisions apply to service components that are not part of the Medicaid Management Information Systems (MMIS).
3. Change references from Greystone to FOCoS Innovations Corp. to reflect the new name of the Plan of Care Management System subcontractor.
4. Modify Deliverable #23 to reflect the reduced Mi Via scope of work and total compensation due to Centennial Care.
5. Add Deliverable #47 to provide the Procuring Agency with Client Solutions Call Center staff augmentation.
6. Add Deliverable #48 to establish a new call center that meets Affordable Care Act (ACA) requirements for receiving inquiries and telephonic applications from individuals potentially eligible for Medicaid.
7. Add Deliverable #49 to provide the Procuring Agency with ongoing operations and maintenance of the ACA call center established by Deliverable #48.
8. Add Deliverable #50 to provide the Procuring Agency with **optional** staff augmentation for the ACA call center established by Deliverable #48.
9. Add Deliverable #51 to develop a new interface between the MMIS and the New Mexico Health Insurance Exchange (HIX) to allow the HIX to determine whether individuals applying for Insurance Affordability Programs already have Minimum Essential Coverage though New Mexico Medicaid.
10. Add Deliverable #52 to provide the Procuring Agency with ongoing operations and maintenance of the MMIS-HIX interface established by Deliverable #51.

**WHEREAS**, the parties hereto desire to amend and/or add other provisions to the Agreement;

**NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:**

1. **General Provisions.** This Amendment No. 3 shall be deemed and considered as part of the Agreement for all purposes.
2. **Miscellaneous.** Except as expressly set forth herein, this Amendment No. 3 shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue to remain in full force and effect and binding upon the parties.

**Article 3, Compensation, Paragraph B, is amended as follows:**

B. **Payment.** The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (SFY12 – SFY16) shall not exceed \$112,717,314.46 (the “Base Amount”) excluding optional Deliverable 50, which 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 50:

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):	\$ 28,075,990.74
State Fiscal Year 2015 (ending June, 2015):	\$ 24,069,089.22
State Fiscal Year 2016 (ending June, 2016):	\$ 24,552,630.57
State Fiscal Year 2017 (ending December, 2016)(Base):	\$ 12,407,154.70
State Fiscal Year 2017 (Jan. 2017 – June 2017)(Option):	\$ 12,555,206.40
State Fiscal Year 2018 (ending June, 2018)(Option Yr):	\$ 25,388,981.75
State Fiscal Year 2019 (ending June, 2019)(Option Yr):	\$ 25,947,450.51
State Fiscal Year 2020 (ending June, 2020)(Option Yr):	\$ 13,127,555.99

The Base Amount includes all services as stated in the Scope of Work, as amended, under this Agreement, except for optional Deliverable 50, and set forth in Exhibit A, attached to this Agreement; and Separately Invoiced Items and Services as identified in Article 3(G) of this Agreement, such Separately Invoiced Items and Services shall have a maximum State Fiscal Year amount of \$1,500,000.00.

**Payment.** The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (SFY12 – SFY16) for optional Deliverable 50 shall not exceed \$2,416,161.04 (the “Base Amount”), which amount is inclusive of New Mexico gross receipts tax. This option may only be exercised in SFY14. The necessary budget for optional Deliverable

50 shall be identified and encumbered by the Procuring Agency at the time the option is exercised.

The Base Amount also includes a dollar amount from Exhibit A, Amended Scope of Work, Deliverable Twenty-Three (Mi Via FMA – Ongoing Operations and Maintenance)(the “Mi Via FMA Services”). Payment for the Mi Via FMA Services is calculated based on estimated Mi Via participants and Mi Via claim counts. After the completion of each State Fiscal Year, if either the Mi Via participant or Mi Via claims counts for a year vary (over or under) by two and one-half percent (2.5%), 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, 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.**

**Article 9, Intellectual Property, Paragraph B.5, is amended as follows:**

All SaaS is identified in Appendix 1. The Parties acknowledge that the MMIS and other service components may include Software as a Service (“SaaS”) under this Agreement. The Procuring Agency shall not pay any license fees, nor will the Procuring Agency gain any type of ownership rights to the SaaS during the term of this Agreement. The Parties agree that at termination or expiration of this Agreement, that any SaaS included in the MMIS are not assignable or transferable to the Procuring Agency.

**Appendix 1 is replaced with the following:**

1. Configured and Integrated Proprietary Software

Pharmacy OS+ (owned by CONTRACTOR)  
IFADS (owned by Subcontractor, Optum Insight)

2. SaaS

DRAMS (owned by CONTRACTOR)  
State-level registry (owned by CONTRACTOR)  
Mi Via Debit Card software (owned by CONTRACTOR)  
All FOCoS Innovations Corp. provided systems, specifically FOCoS*Online* (owned by Subcontractor, FOCoS Innovations Corp.)  
All TNT provided systems (no specific name) (owned by Subcontractor, TNT)  
All Digital Harbor provided systems (no specific name) (owned by Subcontractor, Digital Harbor)

**Exhibit A:**

Exhibit A, Amended Scope of Work, Deliverable 23 is amended and Deliverables 47, 48, 49, 50, 51 and 52 are added, as shown in the Exhibit A, Amended Scope of Work, attached hereto and referenced herein.

**All other Articles, Appendices and Exhibits of PSC 12-630-8000-0015, as amended, 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.

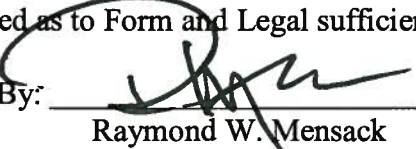
By:  Date: 9/25/13  
Sidonie Squier, Cabinet Secretary  
Human Services Department

By:  Date: 9/25/13  
Danny Sandoval, Chief Financial Officer  
Human Services Department

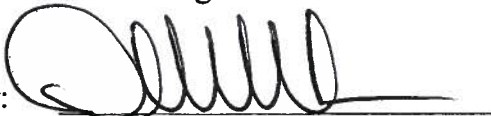
By:  Date: 9/25/13  
Sean Pearson, Chief Information Officer  
Human Services Department

By:  Date: 9/24/2013  
Brett Jakovac, Vice President of Operations  
Xerox State Healthcare, LLC

Approved as to Form and Legal sufficiency:

By:  Date: 9/25/13  
Raymond W. Mensack  
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:  Date: 26 SEP 13  
Darryl Ackley, Secretary and State CIO  
Department of Information Technology

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: Brendan Bartley  
Taxation and Revenue Department

Date: 9.26.13

This Agreement has been approved by the State Purchasing Division:

By: Paul Kujawa  
State Purchasing Agent

Date: 9/30/13

**Exhibit A, Amended Scope of Work**

**Exhibit A, Scope of Work, UU. Deliverable Number 23: Mi Via Financial Management Agent (FMA) - Ongoing Operations and Maintenance, is amended as follows:**

**A. Deliverable Number 23: Mi Via Financial Management Agent (FMA) - Ongoing Operations and Maintenance**

<b><u>Deliverable Twenty-Three</u></b>		<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>Mi Via FMA - Ongoing Operations and Maintenance [Monthly Fiscal Operations]</b>		<b>Start: 1-Jan-2013 End: 31-Dec-2016 (Optional Years 1- Jan-2017 Through 31-Dec-2019)</b>	<b>Paid at a Fixed Rate Per Member per Month and Per Claim  Amount, plus NM GRT, due per agreed payment schedule in 23.6. (Total Compensation Not to Exceed \$7,442,750.02 Including GRT)</b>
<b>Task Item</b>	<b>Subtasks</b>	<b>Description</b>	
23.1 Serve as Mi Via Financial Management Agent	23.1.1 Perform Financial Management Agent (FMA) Functions for the Mi Via Program	The CONTRACTOR shall function as the Financial Management Agent (FMA) for this program. As FMA, the CONTRACTOR shall enter employer (participant) and employee information, perform background and criminal record checks on prospective employees, process employee timesheets and invoices, and generate employee payments on behalf of the participant. The CONTRACTOR shall create claims for services and goods approved on the SSP and submit them to the MMIS for processing.	
	23.1.2 Provide FMA Services, Manage Policies & Retain Records	As the Mi Via Financial Management Agent, the CONTRACTOR shall provide financial management services, develop and maintain written policies and procedures, and retain all records in conformance with New Mexico and federal statutes, New Mexico income tax regulations, and federal Internal Revenue Service (IRS) regulations.	
	23.1.3 Support Centennial Care's Self Directed Community Benefit	The CONTRACTOR shall function as the FMA for Centennial Care's Self Directed Community Benefit (SDCB). The cost of the CONTRACTOR's FMA services for a Centennial Care member who meets nursing facility Level of Care criteria and elects to self-direct shall be borne by the member's Managed Care Organization, not the Procuring Agency.	

<p>23.2 Support Employer and Employee Enrollment</p>	<p>23.2.1 Meet Detailed Specifications for Employer &amp; Employee Enrollment</p>	<p>The CONTRACTOR shall support employer and employee enrollment by performing the following activities:</p>
		<p>23.2.1.1 Mail Employer Information Packets and Employee Information Packets.</p>
		<p>23.2.1.2 Provide telephone support to participants and employees for completion of information packets.</p>
		<p>23.2.1.3 Receive and review completed Employer Information Packets and Employee Information Packets.</p>
	<p>23.2.1 Meet Detailed Specifications for Employer &amp; Employee Enrollment (continued)</p>	<p>23.2.1.4 Receive, process and store federal and state forms as required, including but not limited to the New Mexico Department of Labor Form ES-802, USCIS Form I-9, and IRS Forms SS-8, W-3, and W-9.</p>
		<p>23.2.1.5 Enter employer and employee data from information packets into the Plan of Care Management System (POCMS).</p>
		<p>23.2.1.6 Obtain license information and associated expiration dates, and update this information in the POCMS.</p>
		<p>23.2.1.7 Perform background and criminal record checks and fingerprinting, store hardcopy documents, and update indicators in the POCMS.</p>
		<p>23.2.1.8 Store completed hardcopy Employer Information Packets and Employee Information Packets, including electronic funds transfer forms.</p>
<p>23.3 Support Timesheet and Payment Request Processing</p>	<p>23.3.1 Meet Detailed Specifications for Timesheet and Payment Request Processing</p>	<p>CONTRACTOR shall support timesheet and payment request processing by performing the following activities:</p>
		<p>23.3.1.1 Receive timesheets and payment requests via hardcopy and fax.</p>
		<p>23.3.1.2 Scan and store images of timesheets and payment requests received via hardcopy and fax.</p>
		<p>23.3.1.3 Enter timesheets and payment requests into the POCMS.</p>
		<p>23.3.1.4 Place telephone calls to timesheet and payment request submitters to resolve errors encountered during the data entry process, determine corrections, and enter corrections</p>

<p>23.4 Support Payroll and Financial Processing</p>	<p>23.4.1 Meet Detailed Specifications for Payroll and Financial Processing</p>	<p>into the POCMS.</p> <p>The CONTRACTOR shall support payroll and financial processing by performing the following activities:</p> <p>23.4.1.1 Set up positive and negative adjustments for retroactive timesheet changes.</p> <p>23.4.1.2 Initiate retroactive payments, recoveries, and deductions from ongoing payments to offset previous overpayments.</p> <p>23.4.1.3 Compute gross and net wages to employee, including deductions for retroactive recoveries and New Mexico gross receipt taxes.</p> <p>23.4.1.4 Issue checks or direct deposits to employees at least biweekly and to vendors at least weekly.</p> <p>23.4.1.5 Issue checks for retroactive underpayments.</p> <p>23.4.1.6 Update the POCMS with payroll and payment information.</p> <p>23.4.1.7 Print and mail participant and vendor payroll/payment reports.</p> <p>23.4.1.8 Produce all IRS and New Mexico payroll, income tax, and workers compensation forms, reports, and data.</p> <p>23.4.1.9 Produce and mail W-2 and 1099 forms to employees and vendors.</p> <p>23.4.1.10 Provide routine workers compensation administration as part of payroll processing.</p> <p>23.4.1.11 Perform an annual reconciliation and reimbursement process to properly account for FICA, SUTA and FUTA dollars for employees/employers who did not generate sufficient wages within the tax year.</p>
<p>23.5 Maintain Mi Via Help Desk</p>	<p>23.5.1 Maintain a Mi Via Call Center</p>	<p>The CONTRACTOR shall maintain a Mi Via Call Center to assist participants and employees with issues pertaining to the CONTRACTOR's FMA responsibilities.</p>



	<p>23.5.2 Meet Detailed Specifications for Mi Via Call Center</p>	<p>The CONTRACTOR shall:</p> <p>23.5.2.1 Provide a toll-free call-in number available twenty-four (24) hours per day, seven (7) days per week to supply callers with general Mi Via information and the hours when call center representatives are available.</p> <p>23.5.2.2 Provide call center representatives Monday through Friday from 8:00 AM to 5:00 PM Mountain Time, except for holidays approved by the Procuring Agency.</p> <p>23.5.2.3 Provides call center language support in English and Spanish.</p> <p>23.5.2.4 Provide fax capabilities available twenty-four (24) hours per day, seven (7) days per week.</p> <p>23.5.2.5 Enter call notes within an individual participant's record in the POCMS or a call tracking system.</p> <p>23.5.2.6 Ensure the call center's toll-free numbers have sufficient incoming lines so that callers are not given a busy signal, but are placed on hold to ensure maximum opportunities for reaching a staff person in the order the calls are received. The route table content will allow a caller to hold for at least five (5) minutes before being automatically transferred to voice mail. The telephone system will also give callers the option to branch at any time from hold to voice mail.</p> <p>23.5.2.7 The Mi Via Call Center call abandonment rate must not exceed 5%, as measured on a monthly basis.</p> <p>23.5.2.8 Hold times shall not exceed, on average, more than two (2) minutes prior to reaching a call center staff member.</p> <p>23.5.2.9 Provide a corrective action plan to the Procuring Agency if the abandonment rate exceeds 5% and/or the average speed of answer exceeds the maximum average two (2) minute threshold. An excessive number of calls routed to voice mail, as determined by the Procuring Agency, may prompt a request for corrective action.</p> <p>23.5.2.10 Monitor the performance of the Mi Via Call Center. Reports shall be sent quarterly to the Procuring Agency, or more frequently as requested by the Procuring Agency when</p>
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<p>23.6 Manage Agreed Payment Schedule</p>	<p>23.6.1 Invoice the State According to the Mi Via Operations Payment Schedule</p>	<p>there is a performance issue. The CONTRACTOR shall provide backup personnel and support necessary to ensure that inquiries beyond the capability of the initially responding staff member are answered and/or properly referred to CONTRACTOR management or, when appropriate, to the Procuring Agency.</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>23.6.1.1 Jan 1, 2013 – Dec 31, 2013: \$ 95.98 PMPM                  23.6.1.2 Jan 1, 2014 – Dec 31, 2014: \$ 98.17 PMPM                  23.6.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 100.42 PMPM                  23.6.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 102.71 PMPM</p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>23.6.1.5 Jan 1, 2017 – Dec 31, 2017: \$ 103.77 PMPM                  23.6.1.6 Jan 1, 2018 – Dec 31, 2018: \$ 106.54 PMPM                  23.6.1.7 Jan 1, 2019 – Dec 31, 2019: \$ 109.52 PMPM</p> <p>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>23.6.1.8 Jan 1, 2013 – Dec 31, 2013: \$ 23.01 Per Claim                  23.6.1.9 Jan 1, 2014 – Dec 31, 2014: \$ 23.13 Per Claim                  23.6.1.10 Jan 1, 2015 – Dec 31, 2015: \$ 23.26 Per Claim                  23.6.1.11 Jan 1, 2016 – Dec 31, 2016: \$ 23.31 Per Claim</p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>23.6.1.12 Jan 1, 2017 – Dec 31, 2017: \$ 26.43 Per Claim                  23.6.1.13 Jan 1, 2018 – Dec 31, 2018: \$ 28.10 Per Claim                  23.6.1.14 Jan 1, 2019 – Dec 31, 2019: \$ 30.06 Per Claim</p> <p>Assuming 1,100 Mi Via clients and 49,752 Mi Via claims in calendar year 2013, and 350 Mi Via clients and 15,700 Mi Via claims in each of calendars years 2014-2019, these rates total</p>
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		\$7,442,750.02 for the full seven years. See Contract Article 3.B for further information on the treatment of these estimates for the purpose of determining appropriate Compensation.
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**Exhibit A, Scope of Work, UU. Deliverable Number 47: Client Solutions Call Center Staff Augmentation, is added as follows:**

<u>Deliverable Forty-Seven</u>	<u>Due Date</u>	<u>Compensation</u>
<p><b>Client Solutions Call Center Staff Augmentation</b></p> <p><b>[Monthly Fiscal Operations]</b></p>	<p><b>Start: 1-Sep-2013</b> <b>End: 30-Jun-2014</b></p>	<p><b>Not To Exceed \$291,813.60</b></p> <p><b>Amount, plus NM GRT, due per agreed payment schedule in 47.2 if option is exercised to its maximum extent.</b></p>

Task Item	Subtasks	Description
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<p>47.1 Add Staff to Client Solutions Call Center (CSCC) When State Exercises This Option</p>	<p>47.1.1 Respond to State Requests for CSCC Staff Augmentation</p>	<p>47.1.1.1 Because Medicaid is a dynamic program subject to state and federal mandates that affect clients and are beyond the control of the CONTRACTOR, the Procuring Agency needs the ability to request increases in the number of call center agents responding to client inquiries. Upon Procuring Agency request, the CONTRACTOR shall hire and train additional CSCC staff to respond to client phone calls.</p> <p>47.1.1.2 The Procuring Agency may request up to six (6) additional call center agents. These additional call center agents may be requested for a term starting on or after September 1, 2013 and extending no later than June 30, 2014.</p> <p>47.1.1.3 Each Procuring Agency request for additional call center agents shall be for a minimum term of six (6) months.</p> <p>47.1.1.4 The Procuring Agency may increase or reduce the number of additional requested staff with forty-five (45) days' notice.</p> <p>47.1.1.5 The CONTRACTOR shall hire the additional call center agents, and the agents shall begin work, no later than</p>
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	<p>47.1.2 Train Additional Staff</p>	<p>forty-five (45) days after the receiving the Procuring Agency’s written request for staff augmentation.</p> <p>47.1.1.6 For purposes of defining “additional staff,” the base number of staff required by Deliverable 40, Optional Client Solutions Call Center, shall be considered to be one supervisor and nine call center agents.</p> <p>The CONTRACTOR shall ensure that each additional staff member receives training in order to meet the following qualifications prior to taking calls:</p> <p>47.1.2.1 Is knowledgeable of the Procuring Agency’s medical assistance programs;</p> <p>47.1.2.2 Understands eligibility and managed care enrollment policy;</p> <p>47.1.2.3 Has access to, understands, and can navigate OmniCaid;</p> <p>47.1.2.4 Has access to, understands, and can navigate the Procuring Agency’s eligibility determination systems;</p> <p>47.1.2.5 Understands where to refer callers seeking information on other programs, including but not limited to the Supplemental Nutrition Assistance Program (SNAP), energy assistance, and long-term services;</p> <p>47.1.2.6 Can respond to calls concerning verification of coverage, questions concerning managed care enrollment or status, requests for replacement ID cards, and other eligibility and enrollment issues except those requiring the explicit interpretation of Medicaid Program policy or client eligibility policy, as directed by the Procuring Agency;</p> <p>47.1.2.7 Can identify discrepancies between OmniCaid and the Procuring Agency’s eligibility determination systems and make referrals to MAD or the client’s local ISD office as necessary to resolve the discrepancy;</p> <p>47.1.2.8 Can enroll clients into a Managed Care Organization and switch a client’s plan upon request during open enrollment; and</p> <p>47.1.2.9 Can respond to written inquiries and process</p>
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<p>47.2 Manage Agreed Payment Schedule for CSCC Staff Augmentation</p>	<p>47.2.1 Invoice the State According to the Agreed Monthly Rates if State Exercises This Option</p>	<p>written requests for replacement ID cards and MCO selection.</p> <p>The Procuring Agency shall pay the CONTRACTOR a monthly rate for each requested call center agent in excess of the base staff defined by 47.1.1.6. Billing for this deliverable shall be net of any base staff vacancies. (For example, if the Procuring Agency requests and the CONTRACTOR hires five additional call center agents but the CSCC has two vacancies, the CONTRACTOR would bill for three additional staff.) The monthly rate for each additional call center agent shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>47.2.1.1 Sep 1, 2013 – Dec 31, 2013: \$ <b>4,863.56</b>          47.2.1.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>4,863.56</b></p> <p>The rate shall be prorated in the event that an additional call center agent works a partial month.</p>
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**Exhibit A, Scope of Work, VV. Deliverable Number 48: Establish Affordable Care Act (ACA) Call Center, is added as follows:**

<u>Deliverable Forty-Eight</u>	<u>Due Date</u>	<u>Compensation</u>
<p><b>Establish Affordable Care Act (ACA) Call Center</b></p>	<p><b>1-Oct-2013</b></p>	<p><b>Not to Exceed \$ 899,086</b>   <b>Amount, plus NM GRT, due per agreed payment schedule in 48.3.</b></p>

Task Item	Subtasks	Description
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<p>48.1 Establish ACA Call Center</p>	<p>48.1.1 Provide Office Space and Furnishings</p>	<p>48.1.1.1 The CONTRACTOR shall perform call center workstation build-out activities as may be required to accommodate the ACA Call Center in its Albuquerque office.</p> <p>48.1.1.2 The CONTRACTOR shall acquire and install cubicles and other furniture needed by ACA Call Center staff.</p>
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	<p>48.1.2 Con- figure Call Center Components</p>	<p>48.1.1.3 The CONTRACTOR shall provide all hardware, software and supplies necessary for the ACA Call Center staff to perform its required activities.</p> <p>48.1.2.1 The CONTRACTOR shall use existing software and systems noted below, as feasible, to support the new ACA Call Center:</p> <ul style="list-style-type: none"> <li>48.1.2.1.1 Communications Management System</li> <li>48.1.2.1.2 Call Management System</li> <li>48.1.2.1.3 Contact Tracking System</li> <li>48.1.2.1.4 Modular Messaging System</li> <li>48.1.2.1.5 Call Recording System</li> </ul> <p>48.1.2.2 The CONTRACTOR shall configure the Call Recording System to meet ACA requirements for telephonic signature.</p> <p>48.1.2.3 The CONTRACTOR shall be responsible for acquiring any additional hardware and software required to provision the ACA Call Center.</p> <p>48.1.2.4 The CONTRACTOR shall obtain a separate toll-free telephone number for the ACA Call Center to distinguish it from the Client Solutions Call Center and other call centers maintained under this contract.</p> <p>48.1.2.5 The CONTRACTOR shall install sufficient incoming lines so applicants and members of the general public are not given a busy signal but are placed on hold to ensure maximum opportunities for reaching a staff person in the order the calls are received.</p>
	<p>48.1.3 Hire and Train Staff for the ACA Call Center</p>	<p>The CONTRACTOR shall hire and train personnel to manage and staff the ACA Call Center, respond to inquiries from citizens interested in applying for Medicaid, enter and submit Medicaid applications received over the telephone, and monitor the quality of ACA Call Center operations.</p> <p>The CONTRACTOR shall:</p> <p>48.1.3.1 Ensure that each ACA Call Center staff member meets the following qualifications prior to taking calls:</p> <ul style="list-style-type: none"> <li>48.1.3.1.1 Is knowledgeable of the Procuring</li> </ul>

<p>48.2 Manage ACA Call Center Project</p>	<p>48.2.1 Meet General Project Management Requirements</p>	<p>Agency’s Medicaid eligibility requirements and those of the Affordable Care Act;</p> <p>48.1.3.1.2 Has access to, understands, and can navigate OmniCaid to verify that a potential applicant is not already eligible for Medicaid;</p> <p>48.1.3.1.3 Has access to, understands, and can navigate the YES-New Mexico portal to enter and submit Medicaid applications initiated over the telephone; and</p> <p>48.1.3.1.4 Understands where to refer callers seeking information on the New Mexico Health Insurance Exchange or assistance programs such as the Supplemental Nutrition Assistance Program (SNAP), energy assistance, and long-term services.</p> <p>48.1.3.2 Hire and train sufficient staff fluent in Spanish to respond to inquiries and complete Medicaid applications for callers whose primary fluency is in Spanish.</p> <p>48.2.1.1 Provide management and oversight of the project, including written reports provided biweekly or as otherwise reasonably required by the Procuring Agency, on the accomplishments, status, and unresolved issues of the enhancement project, noting any deviations from the work plan or approved schedule.</p> <p>48.2.1.2 Identify, request, and schedule all coordination meetings as necessary to ensure that the CONTRACTOR has access to all information and requirements relevant to the project.</p> <p>48.2.1.3 Provide all management and staff resources with sufficient experience, knowledge, and management skills necessary to meet the requirements of the project.</p> <p>48.2.1.4 Meet with the Procuring Agency’s Project Manager and other staff as reasonably required by the Procuring Agency.</p> <p>48.2.1.5 The Procuring Agency shall approve any subcontracting of work on this Deliverable by the CONTRACTOR other than individual employees working on a contract basis for the CONTRACTOR.</p>
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<p>48.3 Manage Agreed Payment Schedule for ACA Call Center Implementation</p>	<p>48.2.2 Obtain State Approval for ACA Call Center Project Milestones</p> <p>48.3.1 Invoice the State When Implementation is Complete</p>	<p>During the planning and implementation of the ACA Call Center, the CONTRACTOR will deliver each of the following items and (except for the biweekly status report) obtain written Procuring Agency approval for each item. CONTRACTOR will revise each of these items as necessary to obtain Procuring Agency approval:</p> <p>48.2.2.1 Work Plan</p> <p>48.2.2.2 Biweekly Status Reports</p> <p>48.2.2.3 Call Center Agent Training Materials</p> <p>Payment for this Deliverable shall be made in full (100%) upon readiness of the ACA Call Center for operations.</p>
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**Exhibit A, Scope of Work, WW. Deliverable Number 49: Affordable Care Act (ACA) Call Center Operations, is added as follows:**

<u>Deliverable Forty-Nine</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Affordable Care Act (ACA) Call Center Operations [Monthly Fiscal Operations]</p>	<p>Start: 1-Oct-2013 End: 31-Dec-2016 (Optional Years 1-Jan-2017 Through 31-Dec-2019)</p>	<p>Not To Exceed \$9,206,961.39 Maximum amount, plus NM GRT, due per agreed payment schedule in 49.3.</p>

Task Item	Subtasks	Description
<p>49.1 Operate ACA Call Center</p>	<p>49.1.1 Meet Requirements for the ACA Call Center</p>	<p>49.1.1.1 The CONTRACTOR shall maintain an ACA Call Center to respond to inquiries from citizens interested in applying for Medicaid, refer callers to the New Mexico Health Insurance Exchange as appropriate, and enter and submit Medicaid applications received over the telephone.</p>



		<p>49.1.1.2 The CONTRACTOR shall ensure that the ACA Call Center is available Monday through Friday from 8:00 AM to 5:00 PM Mountain Time, except for holidays approved by the Procuring Agency, to receive and respond to inquiries and enter telephonic applications.</p> <p>49.1.1.3 The CONTRACTOR shall ensure that the ACA Call Center is equipped with sufficient incoming lines so clients and members of the general public are not given a busy signal but are placed on hold to ensure maximum opportunities for reaching a staff person in the order the calls are received.</p> <p>49.1.1.4 The CONTRACTOR shall maintain a separate toll-free telephone number for the ACA Call Center to distinguish it from the Client Solutions Call Center and other call centers maintained under this contract.</p> <p>49.1.1.5 The CONTRACTOR shall capture a telephonic signature that meets CMS requirements for each Medicaid application received over the telephone and submitted for processing.</p> <p>49.1.1.6 The CONTRACTOR shall set up an account in the YES-New Mexico web portal for each individual who wishes to submit a telephonic Medicaid application and shall store the applicant's user name and password in the secure Contact Tracking System.</p> <p>49.1.1.7 The CONTRACTOR shall enable an applicant to enter a partial application and return later to complete it. An applicant must be able to resume his or her application with the assistance of any call center agent, not just the agent who originated the application.</p> <p>49.1.1.8 The CONTRACTOR shall not submit for processing any telephonic applications that do not meet the Procuring Agency's minimum requirements for such applications.</p> <p>49.1.1.9 The CONTRACTOR shall generate, print and mail a confirmation letter to applicants who have completed a telephonic application submitted to the Procuring Agency's eligibility determination system.</p>
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	<p>49.1.2 Hire and Retain Trained Staff as Directed by Procuring Agency</p>	<p>49.1.1.10 The CONTRACTOR shall document each call using the CONTRACTOR’s automated Contact Tracking System and identify whether the call resulted in initiation and/or submission of a telephonic application.</p> <p>49.1.1.11 The CONTRACTOR shall monitor the performance of the ACA Call Center. Performance reports shall be sent weekly to the Procuring Agency.</p> <p>49.1.1.12 If directed by the Procuring Agency, the CONTRACTOR shall configure the telephone system to give callers the option to branch from hold to voicemail after a specified hold time. The CONTRACTOR shall respond to messages left on voice mail within one business day.</p> <p>49.1.2.1 The CONTRACTOR shall maintain the following minimum staffing levels:</p> <p style="padding-left: 40px;">49.1.2.1.1 One Call Center Manager</p> <p style="padding-left: 40px;">49.1.2.1.2 Two quality assurance analysts, at least one of whom must be fluent in Spanish.</p> <p style="padding-left: 40px;">49.2.2.1.3 Fifteen ACA Call Center Agents</p> <p>49.1.2.2 The Procuring Agency may reduce the minimum call center agent staffing level with thirty (30) days’ written notice.</p> <p>49.1.2.3 At the direction of the Procuring Agency and with thirty (30) days’ written notice, the CONTRACTOR shall increase the number of call center agents at the ACA Call Center up to a total of 20.</p> <p>49.1.2.4 The CONTRACTOR shall staff the ACA Call Center with sufficient call center agents fluent in Spanish to respond to inquiries and complete Medicaid applications for callers whose primary fluency is in Spanish.</p> <p>49.1.2.5 The CONTRACTOR shall ensure that each ACA Call Center staff member meets the following qualifications prior to taking calls:</p> <p style="padding-left: 40px;">49.1.2.5.1 Is knowledgeable of the Procuring Agency’s Medicaid eligibility requirements and those of the Affordable Care Act;</p>
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<p>49.2 Provide Turnover Support Upon Request</p>	<p>49.2.1 Receive Notice from PROCURING AGENCY</p> <p>49.2.2 Provide Turnover Support</p>	<p>49.1.2.5.2 Has access to, understands, and can navigate OmniCaid to verify that a potential applicant is not already eligible for Medicaid;</p> <p>49.1.2.5.3 Has access to, understands, and can navigate the YES-New Mexico portal to enter and submit Medicaid applications initiated over the telephone; and</p> <p>49.1.2.5.4 Understands where to refer callers seeking information on the New Mexico Health Insurance Exchange or assistance programs such as the Supplemental Nutrition Assistance Program (SNAP), energy assistance, and long-term services.</p> <p>With six months' notice, the PROCURING AGENCY may elect to take over the ACA Call Center function or transfer it to another contractor.</p> <p>49.2.2.1 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for the ACA Call Center function, the CONTRACTOR shall provide a statement of the resources that will be required by the PROCURING AGENCY or another CONTRACTOR to take over operation of the ACA Call Center function, including estimates of the number, type, and salary of personnel and required facilities, equipment and other resources.</p> <p>49.2.2.2 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for the ACA Call Center function, the CONTRACTOR shall turn over procedure manuals, performance reports, training materials, and any other documentation related to the operation of the ACA Call Center.</p> <p>49.2.2.3 As mutually agreed, the CONTRACTOR shall provide training or the staff of the PROCURING AGENCY or its designated agent in the operation of the ACA Call Center.</p> <p>49.2.2.4 The CONTRACTOR may not prohibit any staff or management working for the ACA Call Center from choosing to accept a position with a successor contractor or the State of New Mexico.</p>
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<p>49.3 Manage Agreed Payment Schedule</p>	<p>49.3.1 Invoice the State According to the Agreed Monthly Base Rate</p>	<p>The CONTRACTOR shall be paid a fixed monthly base rate for delivering these operations (including but not limited to call center infrastructure, management and quality assurance), plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage, according to the following schedule:</p> <p>49.3.1.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>34,280.05</b>          49.3.1.2 Jan 1, 2014 – Dec 31, 2014: \$ <b>34,280.05</b>          49.3.1.3 Jan 1, 2015 – Dec 31, 2015: \$ <b>35,308.45</b>          49.3.1.4 Jan 1, 2016 – Dec 31, 2016: \$ <b>36,367.71</b></p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>49.3.1.5 Jan 1, 2017 – Dec 31, 2017: \$ <b>37,458.74</b>          49.3.1.6 Jan 1, 2018 – Dec 31, 2018: \$ <b>38,582.50</b>          49.3.1.7 Jan 1, 2019 – Dec 31, 2019: \$ <b>39,739.97</b></p>
	<p>49.3.2 Invoice the State According to the Agreed Monthly Rate Per Agent</p>	<p>The CONTRACTOR shall be paid a monthly rate for each call center agent working in the ACA Call Center, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage, according to the following schedule:</p> <p>49.3.2.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>3,996.03</b>          49.3.2.2 Jan 1, 2014 – Dec 31, 2014: \$ <b>3,996.03</b>          49.3.2.3 Jan 1, 2015 – Dec 31, 2015: \$ <b>4,115.91</b>          49.3.2.4 Jan 1, 2016 – Dec 31, 2016: \$ <b>4,239.39</b></p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>49.3.2.5 Jan 1, 2017 – Dec 31, 2017: \$ <b>4,366.57</b>          49.3.2.6 Jan 1, 2018 – Dec 31, 2018: \$ <b>4,497.57</b>          49.3.2.7 Jan 1, 2019 – Dec 31, 2019: \$ <b>4,632.49</b></p>

**Exhibit A, Scope of Work, XX. Deliverable Number 50: Optional Affordable Care Act (ACA) Call Center Staff Augmentation, is added as follows:**

<u>Deliverable Fifty</u>	<u>Due Date</u>	<u>Compensation</u>
<b>Affordable Care Act (ACA) Call Center Staff Augmentation [Procuring Agency OPTION]</b>	<b>Start: 1-Oct-2013 End: 30-Jun-2014</b>	<b>Not To Exceed \$2,258,094.43  Amount, plus NM GRT, due per agreed payment schedule in 50.2 if option is exercised to its maximum extent.</b>

Task Item	Subtasks	Description
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<p>50.1 Add Staff to ACA Call Center When State Exercises This Option</p>	<p>50.1.1 Respond to State Requests for ACA Call Center Staff Augmentation</p>	<p>50.1.1.1 Because the ACA Call Center is a new function and both overall call volume and the percentage of calls resulting in telephonic Medicaid applications were unknown at the time the staffing assumptions were made, the Procuring Agency needs the ability to request increases in the number of call center agents responding to inquiries and entering applications. Upon Procuring Agency request, the CONTRACTOR shall hire and train additional ACA Call Center staff to augment the staffing required by Deliverable 51.</p> <p>50.1.1.2 From October 1, 2013 through December 31, 2013, the Procuring Agency may request up to ten (10) additional call center agents who may be based anywhere in the United States.</p> <p>50.1.1.3 Starting January 1, 2014, the Procuring Agency may request up to fifty-five (55) additional call center agents who may be based anywhere in the United States.</p> <p>50.1.1.4 Each Procuring Agency request for additional call center agents shall be for a minimum term of three months.</p> <p>50.1.1.5 The Procuring Agency may increase or reduce the number of additional requested staff with thirty (30) days' notice.</p>
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	<p>50.1.2 Train Additional Staff</p>	<p>50.1.1.6 Staff acquired under the terms of this deliverable may not be requested for a term extending past June 30, 2014.</p> <p>50.1.1.7 The CONTRACTOR shall hire the additional call center agents, and the agents shall begin work, no later than thirty (30) days after the receiving the Procuring Agency’s request for staff augmentation.</p> <p>50.1.1.8 At the direction of the Procuring Agency, a percentage of the additional call center agents shall be fluent in Spanish to respond to inquiries and complete Medicaid applications for callers whose primary fluency is in Spanish.</p> <p>50.1.1.9 The CONTRACTOR agrees to provide and the Procuring Agency agrees to pay for additional management and quality assurance support for every ten (10) additional call center agents acquired under the terms of this Deliverable.</p> <p>50.1.1.9 For purposes of defining “additional staff,” the base number of staff required by Deliverable 51, Optional Affordable Care Act (ACA) Call Center Operations, shall be considered to be one (1 ) manager, two (2) quality assurance analysts, and twenty (20) call center agents.</p> <p>50.1.2.1 The CONTRACTOR shall ensure that each additional staff member receives training in order to meet the following qualifications prior to taking calls:</p> <p>50.1.2.1.1 Is knowledgeable of the Procuring Agency’s Medicaid eligibility requirements and those of the Affordable Care Act;</p> <p>50.1.2.1.2 Has access to, understands, and can navigate OmniCaid to verify that a potential applicant is not already eligible for Medicaid;</p> <p>50.1.2.1.3 Has access to, understands, and can navigate the YES-New Mexico portal to enter and submit Medicaid applications initiated over the telephone; and</p> <p>50.1.2.1.4 Understands where to refer callers seeking information on the New Mexico Health Insurance</p>
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	<p>the State for Tier 2 Call Center Agents</p>	<p>follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>50.2.3.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>4,795.24</b>                      50.2.3.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>4,795.24</b></p> <p>The rate shall be prorated in the event that an additional call center agent works a partial month.</p>
	<p>50.2.4 Invoice the State for Tier 3 Call Center Agents</p>	<p>The monthly rate for each Tier 3 call center agent shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>50.2.4.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>4,995.04</b>                      50.2.4.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>4,995.04</b></p> <p>The rate shall be prorated in the event that an additional call center agent works a partial month.</p>
	<p>50.2.5 Invoice the State for Tier 4 Call Center Agents</p>	<p>The monthly rate for each Tier 4 call center agent shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>50.2.5.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>5,194.84</b>                      50.2.5.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>5,194.84</b></p> <p>The rate shall be prorated in the event that an additional call center agent works a partial month.</p>
	<p>50.2.6 Invoice the State for Tier 5 Call Center Agents</p>	<p>The monthly rate for each Tier 5 call center agent shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>50.2.6.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>5,594.40</b>                      50.2.6.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>5,594.40</b></p> <p>The rate shall be prorated in the event that an additional call center agent works a partial month.</p>
	<p>50.2.7 Invoice the State for One-Time Expansion Costs</p>	<p>The one-time implementation fee for each optional tier from Tier 2 through Tier 5 purchased by the Procuring Agency shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT), with no retainage:</p> <p>50.2.7.1 Oct 1, 2013 – Dec 31, 2013: \$ <b>62,236.00</b>                      50.2.7.2 Jan 1, 2014 – Jun 30, 2014: \$ <b>62,236.00</b></p>



	<p>50.2.8 Invoice the State for Additional Management and Quality Assurance Support</p>	<p>The monthly rate for additional management and quality assurance support, for each optional tier from Tier 2 through Tier 5 that is purchased by the Procuring Agency, shall be as follows, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage:</p> <p>50.2.4.1 Oct 1, 2013 – Dec 31, 2013: \$ 6,924.64                      50.2.4.2 Jan 1, 2014 – Jun 30, 2014: \$ 6,924.64</p>
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**Exhibit A, Scope of Work, YY. Deliverable Number 51: OmniCaid-Health Insurance Exchange (HIX) Interface – Development and Implementation, is added as follows:**

<u>Deliverable Fifty-One</u>		<u>Due Date</u>	<u>Compensation</u>
<p><b>OmniCaid-HIX Interface – Development and Implementation</b>   <b>[System Enhancement]</b></p>		<p><b>1-Jan-2014</b></p>	<p><b>\$ 235,181.43 with 10% retained until complete</b>   <b>Amount, plus NM GRT, due per agreed payment schedule in 51.4.</b></p>
Task Item	Subtasks	Description	
<p>51.1 Design, Develop and Test OmniCaid-HIX Enhancement</p>	<p>51.1.1 Meet Federal Specifications for Interface with Federally Facilitated Marketplace</p>	<p>The Federally Facilitated Marketplace (FFM) will support New Mexico's Health Insurance Exchange (HIX) for the initial phase of Affordable Care Act (ACA) enrollment in Qualified Health Plans (QHPs). As a result, a new interface between OmniCaid and the FFM is required. The FFM will send inquiries to OmniCaid to verify whether an applicant is already eligible for Medicaid and has Minimum Essential Coverage (MEC). CMS has elected not to use the existing 270/271 transaction and instead has developed a new transaction type. The CONTRACTOR shall:</p> <p>51.1.1.1 Enhance the MMIS to supply available recipient coverage data in response to MEC inquiries originating from the FFM.</p> <p>51.1.1.2 Modify the CONTRACTOR's HIPAA Translation solution as necessary to support the exchange of MEC inquiry and response transactions in the format and using the protocols required by CMS as of September 15, 2013.</p>	

<p>51.2 Implement OmniCaid-HIX Enhancement</p>	<p>51.2.1 Obtain State Approval and Put OmniCaid-HIX Interface into Production</p>	<p>51.1.1.3 The Procuring Agency and State agree that any changes made by CMS after September 15, 2013 present a material risk to meeting the January 1, 2014 implementation. CONTRACTOR shall not be liable for any costs, damages, fees, fines, penalties, and any other expenses resulting from such change(s). Furthermore, should any such change(s) result in a change in the scope of this or any other Deliverable, requiring additional products or services, Procuring Agency and CONTRACTOR shall negotiate, in good faith, any additional fees related to such change in scope.</p> <p>51.1.1.4 The Procuring Agency and State agree that should CMS not have the ability or resources to test with the CONTRACTOR, the CONTRACTOR will be held harmless, and otherwise compensated for all such work performed.</p> <p>Upon approval by the Procuring Agency, the CONTRACTOR shall implement the OmniCaid-HIX Enhancement into production.</p>
	<p>51.2.2 Ensure OmniCaid-HIX Interface is Operational by Agreed Date</p>	<p>This enhancement must be operational no later than January 1, 2014 unless the CONTRACTOR and Procuring Agency mutually agree upon an alternative implementation date.</p>
<p>51.3 Manage OmniCaid-HIX Enhancement Project</p>	<p>51.3.1 Develop the OmniCaid-HIX Interface Without Diverting Contractor Staff Already Dedicated to the MMIS</p> <p>51.3.2 Meet Detailed Specifications for the OmniCaid-</p>	<p>The CONTRACTOR must develop the enhancement with resources other than those dedicated to the MMIS. That is, staff dedicated to the New Mexico MMIS in the CONTRACTOR's MMIS System Maintenance Unit, Business Support Unit, or Technical Support Unit cannot be used to develop the enhancements except to the extent necessary to coordinate the implementation with MMIS maintenance activities or unless their staff are temporarily expanded to accommodate this additional work. The Account Manager and the Systems Manager must have administrative responsibility over the enhancements to ensure their proper coordination and compatibility with the existing MMIS.</p> <p>Enhancements shall be implemented under the direction of the Procuring Agency using the contract management structure described in Article 37. The CONTRACTOR shall:</p>

	<p><b>HIX Interface Implementation</b></p>	<p>51.3.2.1 Provide management and oversight of the enhancement project, including written reports provided biweekly or as otherwise reasonably required by the Procuring Agency, on the accomplishments, status, and unresolved issues of the enhancement project, noting any deviations from the work plan or approved schedule.</p> <p>51.3.2.2 Identify, request, and schedule all coordination meetings as necessary to ensure that the CONTRACTOR has access to all information and requirements relevant to the enhancement project.</p> <p>51.3.2.3 Provide the necessary office space from which the enhancement project and staff will be managed.</p> <p>51.3.2.4 Provide all hardware and software necessary to manage, track, and report on the project status; to identify and track outstanding issues or problems; to test system functionality and carry out regression testing; and to ensure that all data transfers are completely and accurately executed.</p> <p>51.3.2.5 Provide all management and staff resources with sufficient experience, knowledge, and management skills necessary to meet the requirements of the enhancement project.</p> <p>51.3.2.6 Hire, develop, and train all management and staff to be fully functional in positions that are associated with the enhancement project or enhanced system operations.</p> <p>51.3.2.7 Provide the Procuring Agency with a final report that documents the completion and results of each step in the enhancement project work plan.</p> <p>51.3.2.8 Meet with the Procuring Agency’s Project Manager and other staff as reasonably required by the Procuring Agency.</p> <p>51.3.2.9 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> <p>51.3.2.10 Perform testing to verify that the MMIS will continue to operate with no loss of functionality.</p>
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<p>51.4 Manage Agreed Payment Schedule</p>	<p>51.3.3 Obtain State Approval for the OmniCaid-HIX Interface Development Milestones</p> <p>51.4.1 Invoice the State According to the Subtask Payment Schedule</p>	<p>During the design, development and implementation of this enhancement, the CONTRACTOR will deliver each of the following items and (except for the biweekly status report) obtain written Procuring Agency approval for each item. CONTRACTOR will revise each of these items as necessary to obtain Procuring Agency approval:</p> <p>51.3.3.1 Work Plan</p> <p>51.3.3.2 Biweekly Status Reports</p> <p>51.3.3.3 Requirements Analysis Document</p> <p>51.3.3.4 Detailed Design Document</p> <p>51.3.3.5 Acceptance Test Results</p> <p>51.3.3.6 System Documentation Updates</p> <p>CONTRACTOR shall invoice the Procuring Agency for the following percentages of Deliverable 51 compensation, less retainage as provided for by Article 3.D., upon approval of the following Subtasks:</p> <p>51.4.1.1 Fifteen percent (15%) upon completion of the Requirements Analysis Document (29.3.3.3).</p> <p>51.4.1.2 Thirty percent (30%) upon completion of the Detailed Design Document (29.3.3.4).</p> <p>51.4.1.3 Thirty percent (30%) upon demonstrating to the satisfaction of the Procuring Agency that the solution is ready to test with CMS.</p> <p>51.4.1.4 Fifteen percent (15%) upon completion of Acceptance Test Results (29.3.3.5).</p> <p>51.4.1.5 Ten percent (10%) upon implementation of this enhancement into production.</p>
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**Exhibit A, Scope of Work, ZZ. Deliverable Number 52: OmniCaid-Health Insurance Exchange (HIX) Interface - New Operation and Maintenance, is added as follows:**

<b><u>Deliverable Fifty-Two.</u></b>		<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>OmniCaid- HIX Interface – New Operation and Maintenance</b>		<b>Start: 1-Jan-2014 End: 31-Dec-2016 (Optional Years 1- Jan-2017 Through 31- Dec-2019)</b>	<b>Not to Exceed \$143,500.32</b>  <b>Amount, plus NM GRT, due per agreed payment schedule in 52.3.</b>
<b>[Monthly System Operations]</b>			
<b>Task Item</b>	<b>Subtasks</b>	<b>Description</b>	
Task 52.1 Operate the Systems Required to Support the MMIS-HIX Interface	52.1.1 Operate the System as Enhanced by Deliverable 51	Following implementation of the OmniCaid-HIX interface enhancement, as required by Deliverable 51, the CONTRACTOR shall operate the system as enhanced.	
	52.1.2 Provide Ongoing Support for MEC Inquiry and Response Transactions	The CONTRACTOR shall provide ongoing operational support for MEC inquiry and response transactions. See Deliverables 15 and 16 for general operational requirements.	
Task 52.2 Maintain and Modify the Enhanced System	52.2.1 Manage Changes to the MMIS-HIX Interface	52.2.1.1 The CONTRACTOR shall develop, test and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:	
		52.2.1.1 Analyze and size change requests submitted by the Procuring Agency.	
		52.2.1.2 Perform software support and error correction.	
		52.2.1.3 Comply with the software development, change management and system test requirements contained in Tasks 2.3 and 2.4 of Deliverable 2.	
	52.2.2 Move Connectivity from the FFM to a State-Based Exchange	If directed by the Procuring Agency, the CONTRACTOR shall redirect the OmniCaid-HIX interface from the Federally Facilitated Marketplace (FFM) to a State-Based Exchange. Should the CONTRACTOR be instructed to redirect this interface, the CONTRACTOR shall analyze the change at no additional cost. The CONTRACTOR shall assess the impact of the change and develop an estimate of the scope and associated cost, as required by Subtask 52.2.1 of this Deliverable.	

<p>52.3 Manage Agreed Payment Schedule</p>	<p>52.3.1 Invoice the State According to the Operations Payment Schedule</p>	<p>CONTRACTOR shall be paid a fixed monthly rate for delivering these operations, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, with no retainage, according to the following schedule:</p> <p>52.3.1.1 Jan 1, 2014 – Dec 31, 2014: \$ 1,993.06                      52.3.1.2 Jan 1, 2015 – Dec 31, 2015: \$ 1,993.06                      52.3.1.3 Jan 1, 2016 – Dec 31, 2016: \$ 1,993.06</p> <p>Three optional renewal years should the contract be extended as described in Article 5:</p> <p>52.3.1.4 Jan 1, 2017 – Dec 31, 2017: \$ 1,993.06                      52.3.1.5 Jan 1, 2018 – Dec 31, 2018: \$ 1,993.06                      52.3.1.6 Jan 1, 2019 – Dec 31, 2019: \$ 1,993.06</p>
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