

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 1

THIS AMENDMENT No. 1 to Professional Services Contract (PSC) 23-630-8000-0002 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD,” and the **Island Peer Review Organization, Inc., d/b/a IPRO**, hereinafter referred to as the “Contractor”.

The purpose of this Amendment is to extend the term of the current contract to align and continue the Service Plan Audit that will review the adequacy of Service Plans for Home and Community Based Services participants through the Calendar Year and increase compensation.

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 HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit A, Scope of Work, compensation not to exceed seven hundred eighty eight thousand nine hundred seventy seven dollars and eighty seven cents (\$788,977.87) 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 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 HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed seven hundred twenty four thousand eight hundred and thirty three dollars and nineteen cents (\$724,833.19) including gross receipts tax, if applicable, for FY23.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed sixty four thousand one hundred forty four dollars and sixty eight cents (\$64,144.68) including gross receipts tax, if applicable, for FY24.

Section 3, Term, is amended to read as follows:

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE HSD and shall terminate on December 31, 2023, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The agency reserves the right to renew the contract on an annual basis, thereafter. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

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 Human Services Department.

By: DocuSigned by:
Kari Armijo
1BA9EB5EAD00499... Date: 3/28/2023
HSD Cabinet Secretary

By: DocuSigned by:
[Signature]
5709D277B0FC4AA... Date: 3/24/2023
HSD Office of General Counsel

By: DocuSigned by:
Carolee A. Graham
FB15A90045214DA... Date: 3/24/2023
HSD Chief Financial Officer

By: DocuSigned by:
Clare Bradley, MD
0264B13BA71C426... Date: 3/24/2023
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.

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

ID Number: **03-618546-009**

By: *AnnMarie Lucero* Date: 4/18/2023
Taxation and Revenue Department