

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
Information Technology Agreement
Contract No. 23-630-8000-0011 A1
AMENDMENT No. 1

THIS AMENDMENT is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “Procuring Agency” and **CSRA State and Local Solutions LLC, A General Dynamics Information Technology Inc. (GDIT)** (vendor #6427456), hereinafter referred to as the “Contractor.”

Summary of Amendment:

In summary, for contract amendment 23-630-8000-0011 A1 in support of the New Mexico Medicaid Management Information System Replacement Project with Contractor (General Dynamics Information Technology Inc.), Contractor, will ensure that legacy provider data imported to the Contractor’s “Know Your Provider (KYP)” system accurately incorporates legacy provider data from the current Omnicaid system at the start of Benefit Management Services (BMS) operations. The outcome will be accurate provider data files when the system initiates service. This change does not require an extension of the term of this agreement. It does increase compensation by \$ 1,091,713.53. As a clarification to cost, the following table details the change in compensation:

Services/Costs	Previous	This Amendment	New Total
Professional Services	\$ 38,905,609.28	\$ 1,091,713.53	\$ 39,997,322.81
Reimbursable Expenses	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
TOTAL	\$ 38,905,609.28	\$ 1,091,713.53	\$ 39,997,322.81

The purpose of this Amendment is to:

1. Amend Article 3 Compensation, Paragraph B by adding \$1,091,713.53 to original contract compensation of \$38,905,609.28 for a new contract compensation amount of \$39,997,322.81.
2. Amend Article 3 Compensation, Paragraph D to specify that retainage applies to Deliverable 10.
3. Amend Article 20 Subcontracting by adding item C. to require subcontractors to comply with federal contracting guidelines.
4. Amend Article 23 Conflict of Interest to specify the contract is subject to, and in accordance with, applicable federal requirements related to conflicts of interest.
5. Amend Article 29 General Provisions to add Paragraph A3 - Non-Discrimination and item F to specify the contract is subject to, and in accordance with, other applicable state and federal requirements related to contract compliance.

6. Amend Article 40 Inspection to require Contractor to grant access to affiliated federal agencies to review Contractor compliance.
7. Amend Article 47 Federal License to add item E to specify the Procuring Agency's ownership rights to software designed, developed, or installed with federal financial participation.
8. Amend Exhibit A, Scope of Work by adding Deliverable 10, Provider Data Conversion, to ensure that the Know Your Provider (KYP) system accurately incorporates legacy provider data from the Omnicaid system at the start of Benefit Management Services (BMS) operations in furtherance of the overall success of the MMISR project and the New Mexico provider experience with a Compensation Amount not to exceed \$1,091,713.53 and due date no later than October 31, 2024.
9. Amend Exhibit F, Payment Schedule, to incorporate Deliverable 10.
10. This amendment does not extend the original termination date identified in Article 5 TERM.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions.

ARTICLE 3 – COMPENSATION

- B. Payment. The total compensation hereunder will not exceed **\$39,997,323.28** including New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement.

Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

- D. Retainage. Procuring Agency will retain twenty percent 20% of the fixed-price cost of Deliverables 1 through 8 and Deliverable 10 as security for Contractor's full performance and

Procuring Agency's acceptance of Deliverables 1 through 8 and Deliverable 10. Retainage will not apply to Maintenance and Operation (Deliverable 9).

ARTICLE 20 – SUBCONTRACTING

- C. Federal Compliance. Contractor will comply with federal contracting standards as required by 45 CFR 75.330(b)(6) and detailed by 45 CFR 75.330(b) (1-5).

ARTICLE 23 – CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

This Contract shall be construed in accordance with and is subject to 45 CFR §75.112; §75.328(a); 75.328(b)&(c)(1)&(2), as applicable.

ARTICLE 29 – GENERAL PROVISIONS

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
 3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the American with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public.
 4. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.

- F. This contract shall be construed in accordance with and is subject to the laws and rules of the State of New Mexico, as well as the Federal Government, as mandated by 45 CFR 75.326, 45 CFR 75.302, 45 CFR 75.303, and 45 CFR 75.327(a).”

ARTICLE 40 – INSPECTION

The Procuring Agency shall have the right to send its inspectors into the offices and/or plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

The Contractor shall grant access to affiliated federal agencies supporting this Contract consistent with 45 CFR 95.615.

ARTICLE 47 - FEDERAL LICENSE

- F. Data. The Procuring Agency and the federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under this contract and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

2. **EXHIBIT A - SCOPE OF WORK.****J. Deliverable Number 10: Provider Data Conversion**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Provider Data Conversion	No later than 10/31/2024	<p>Total Compensation Amount not to exceed \$1,091,713.53, including NMGR, Less 20% Retainage of \$218,342.70 to be paid upon invoice according to the following schedule:</p> <p>Task 10.1 Develop Transformation Logic Compensation Amount \$360,265.47 including GRT (less 20% retainage of \$72,052.89); Amount Payable on Procuring Agency's Acceptance of Task 10.1 Not to Exceed \$288,212.38 including GRT.</p> <p>Task 10.2 Validate Conversion Results Amount \$360,265.47 including GRT (less 20% retainage of \$72,052.89); Amount Payable on Procuring Agency's Acceptance of Task 10.2 Validate Conversion Results Not to Exceed \$288,212.38 including GRT.</p> <p>Task 10.3 Perform Final Conversion Amount \$371,182.59 including GRT (less 20% retainage of \$74,236.52); Amount Payable on Procuring Agency's Acceptance of Task 10.3 Validate Conversion Results Not to Exceed \$296,946.07 including GRT.</p> <p>Retainage Release Amount not to exceed \$218, 342.70 including GRT Amount Payable upon Procuring Agency's acceptance of Tasks 10.1, 10.2 and 10.3.</p>

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Task	Description
10.1 Develop Transformation Logic	<p>The Contractor shall perform provider data conversion, based on complete and accurate Omnicaid data provided by the Procuring Agency via the SI in the SMR format, to ensure that the KYP system accurately incorporates legacy provider data from the Omnicaid system at the start of BMS operations. Only provider account data contained in Omnicaid will be converted; provider application data and other information, including but not limited to electronic images, is excluded from the scope of this conversion effort. Providers not in the Omnicaid system will be added by having them enroll in the KYP system.</p> <p>To accomplish this goal, the Contractor shall:</p> <p>Receive data from the Systems Migration Repository (SMR); Perform data analysis and mapping to a proprietary data model; and Document and provide to the Procuring Agency the transformation logic for review and written approval.</p>
10.2 Validate Conversion Results	<p>Upon Procuring Agency acceptance of the transformation logic, the Contractor shall:</p> <ol style="list-style-type: none"> Code the conversion process; Perform a preliminary conversion; Validate conversion results (including any necessary remediation to conversion processing); Submit preliminary conversion test results for Procuring Agency review, validation, and written approval; Upon Procuring Agency approval of the preliminary conversion results, perform an initial conversion to populate test environments as necessary; and Notify the Procuring Agency when this initial conversion has been completed and obtain approval before performing the final conversion.
10.3 Perform Final Conversion	<p>The Contractor shall:</p> <ol style="list-style-type: none"> Perform the final conversion, using a single file or a master file

Task	Description
	<p>followed by incremental updates if available, to support the implementation of the KYP system and the start of BMS operations; and</p> <p>b. Create and deliver a final conversion report with conversion results for the Procuring Agency's review and written approval.</p>
10.4 Retainage Release	<p>Procuring Entity shall release payment for the retainage invoice, representing retainage held against this contract, upon review and acceptance of the Deliverables specified in this scope of work.</p>

Exhibit F- Payment Schedule

The following table summarizes all deliverable and service costs inclusive to this amendment.

Total Contract Value	\$39,997,322.81	Retainage 20%		
Deliverable Number	Deliverable Compensation	Deliverable Retainage 20%		
Deliverable 1	\$4,210,062.00	\$842,012.40		
Deliverable 2	\$2,526,306.00	\$505,261.20		
Deliverable 3	\$2,526,306.00	\$505,261.20		
Deliverable 4	\$2,526,306.00	\$505,261.20		
Deliverable 5	\$1,010,414.00	\$202,082.80		
Deliverable 6	\$1,010,413.00	\$202,082.60		
Deliverable 7	\$1,347,220.00	\$269,444.00		
Deliverable 8	\$1,684,024.00	\$336,804.80		
Deliverable 10	\$1,091,713.53	\$218,342.70		
Total Deliverables	\$17,932,764.53	\$3,586,552.90		
Deliverable 9: Operations	Per Month in CMS BMS Total Comp Section	Annualized in CMS BMS Total Comp Section		
Year 2 (Months 20-24)	\$392,012.64	\$1,960,063.20		
Year 3 (Months 25-36)	\$830,952.92	\$9,971,435.04		
Year 4 (Months 37-48)	\$844,421.67	\$10,133,060.04		
Actual Annualized O&M in CMS BMS Contract		\$22,064,558.28		
Deliverable 1	Month	Total Payment	Retainage	Total Less Retainage
PM Plans P001-P027	2	\$842,012.00	\$168,402.40	673,609.60
Cost Allocation Plan P028	3	\$336,805.00	\$67,361.00	\$269,444.00
Test Plan P029-P033	3	\$336,805.00	\$67,361.00	\$269,444.00
Training Plan P034-P044	3	\$336,805.00	\$67,361.00	\$269,444.00
Business Continuity Plan P045-P050	4	\$336,805.00	\$67,361.00	\$269,444.00
Disaster Recovery Plan P051- P063	4	\$336,805.00	\$67,361.00	\$269,444.00
Incident Response Plan P064- P068	5	\$336,805.00	\$67,361.00	\$269,444.00

Privacy Impact Analysis P069-P074	5	\$336,805.00	\$67,361.00	\$269,444.00
Security Certification & Accreditation P075- P086	5	\$336,805.00	\$67,361.00	\$269,444.00
System Risk Assessment P087- P102	5	\$336,805.00	\$67,361.00	\$269,444.00
System Security Plan P103- P105	5	\$336,805.00	\$67,361.00	\$269,444.00
Review and Acceptance P106	Contract Terms			
Deliverable 1 Total		\$4,210,062.00	\$842,012.40	\$3,368,049.60
Deliverable 2	Month	Total Payment	Retainage	Total Less Retainage
Requirements Validation R001-R006 and Exhibit C	3	\$842,102.00	\$168,420.40	\$673,681.60
Requirements Specification R007 and Exhibit D Functional	4	\$842,102.00	\$168,420.40	\$673,681.60
Requirements Specification R008 and Exhibit E Functional	5	\$842,102.00	\$168,420.40	\$673,681.60
Review and Acceptance	Contract Terms			
Deliverable 2 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80
Deliverable 3- Design	Month	Total Payment	Retainage	Total Less Retainage
Requirements Validation AB104-AB108 and Exhibit C	7	\$842,102.00	\$168,420.40	\$673,681.60
Design Specification Document AB 109 and Exhibit D	8	\$842,102.00	\$168,420.40	\$673,681.60
Design Specification Document AB 111 and Exhibit E	9	\$842,102.00	\$168,420.40	\$673,681.60
Review and Acceptance	Contract Term			
Deliverable 3 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80
Deliverable 4- Configuration	Month	Total Payment	Retainage	Total Less Retainage
Configuration Report K001 and Exhibit C	11	\$842,102.00	\$168,420.40	\$673,681.60
Configuration Report K002 and Exhibit D	12	\$842,102.00	\$168,420.40	\$673,681.60
Configuration Report K003 and Exhibit E	13	\$842,102.00	\$168,420.40	\$673,681.60

Review and Acceptance	Contract Term			
Deliverable 4 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80
Deliverable 5- Testing	Month	Total Payment	Retainage	Total Less Retainage
Testing Prep AC100-AC102	13	\$505,207.00	\$101,041.40	\$404,165.60
Perform Testing AD 100-AD105	16	\$505,207.00	\$101,041.40	\$404,165.60
Review and Acceptance	Contract Term			
Deliverable 5 Total		\$1,010,414.00	\$202,082.80	\$808,331.20
Deliverable 6- Training	Month	Total Payment	Retainage	Total Less Retainage
LMS AE001- AE002	16	\$168,402.00	\$33,680.40	\$134,721.60
Training Materials B001-B008	17	\$168,402.00	\$33,680.40	\$134,721.60
System Documentation B009-B015	19	\$168,402.00	\$33,680.40	\$134,721.60
Deliver Training B016-B021	19	\$505,207.00	\$101,041.40	\$404,165.60
Review and Acceptance	Contract Term			
Deliverable 6 Total		\$1,010,413.00	\$202,082.60	\$808,330.40
Deliverable 7- Implementation	Month	Total Payment	Retainage	Total Less Retainage
Business User Manual I001-I006	18	\$336,805.00	\$67,361.00	\$269,444.00
Operation Readiness I007	18	\$336,805.00	\$67,361.00	\$269,444.00
Production Release I008	19	\$336,805.00	\$67,361.00	\$269,444.00
Promotion Validation I009	20	\$336,805.00	\$67,361.00	\$269,444.00
Review and Acceptance	Contract Term			
Deliverable 7 Total		\$1,347,220.00	\$269,444.00	\$1,077,776.00
Deliverable 8- Certification	Month	Total Payment	Retainage	Total Less Retainage
Compliance C001001-C003	18			
Evaluation Criteria and Evidence C004	18			
Key Performance Indicators C005	18			
Operational Readiness Review C006	18			
Artifacts C007- C034	18			
Certification Review Artifacts C035	18			

Preparation for Certification Reviews C036- C043	18			
Support during Certification Reviews C044-C050	18			
Review and Acceptance	Contract Term			
Deliverable 8 Op Readiness Total	End of Month 18	\$842,012.00	\$168,402.40	\$673,609.60
Deliverable 8 Post Go-Live Total	End of Month 25	\$842,012.00	\$168,402.40	\$673,609.60
Deliverable 8 Total		\$1,684,024.00	\$336,804.80	\$1,347,219.20
Deliverable 10- Provider Data Conversion	Month	Total Payment	Retainage	Total Less Retainage
Develop Transformation Logic	16	\$360,265,.47	\$72,053.09	\$288,212.38
Validate Conversion Results	16	\$360,265.47	\$72,053.09	\$288,212.38
Perform Final Conversion	21	\$371,182.59	\$74,236.52	\$296,946.07
Deliverable 10 Total		\$1,091,713.53	\$218,342.70	\$873,370.83

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

DocuSigned by:
Kari Armijo
By: 1BA9EB5EAD00499... Date: 5/16/2024
Kari Armijo, Cabinet Secretary
Human Services Department

DocuSigned by:
Lauren Wides
By: 3BE8DAE802904F9... Date: 5/14/2024
Lauren Barringer, Contracts Manager
GDIT

DocuSigned by:
Paula Morgan
By: 54469ED24CE24F9... Date: 5/10/2024
Paula Morgan, Chief Information Officer
Human Services Department

Approved for legal sufficiency:

DocuSigned by:
Mark Reynolds
By: 6241C19C1E01414... Date: 5/15/2024
Mark Reynolds, General Counsel
Human Services Department
//\$agency-gc

Approved for financial sufficiency:

DocuSigned by:
Carolee A. Graham
By: EB15A98045214DA... Date: 5/14/2024
Carolee Graham, Chief Financial Officer
Human Services Department

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 ID Number: 03-559315-00-6

PSC 23-630-8000-0011 A1
CFDA 93.778

Nancy Lujan


Digitally signed by Nancy Lujan
Date: 2024.05.17 12:27:44
-06'00'

By: _____
Taxation and Revenue Department

Date: _____

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

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.


DocuSigned by:


By: _____
437214FBE82C453...

Date: 5/17/2024

Raja Sambandam, Acting Cabinet Secretary & State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By:  _____
State of New Mexico, State Purchasing Division
Contracts Review Bureau

Date: 5/20/2024