

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
INFORMATION TECHNOLOGY AGREEMENT
(SPD # PSC 23-630-8000-0002 (the "Agreement"))**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 to the Agreement is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency," and **Conduent State Healthcare, LLC**, hereinafter referred to as the "CONTRACTOR", effective as of March 1, 2024 (the "Effective Date").

The purpose of this Amendment is to:

1. Amend Article 3 (Compensation) to increase the total compensation amount by \$7,494,160.31 from \$186,548,040.87 to \$194,042,201.18.
2. Amend Exhibit A, Scope of Work to Add Deliverable 42A- DDI and Ongoing Federal Reporting CMdS with a total compensation amount not to exceed \$7,494,160.31 and a due date through July 31, 2026.

ALL PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL EFFECT, EXCEPT AS EXPRESSLY PROVIDED BELOW. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions

ARTICLE 3 - COMPENSATION

- B. Payment. The total compensation hereunder will not exceed **\$194,042,201.18** 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.

2. Exhibit A, Scope of Work

Deliverable 42: DDI and Ongoing Operations and Maintenance for Federal Reporting CMdS

<u>Deliverable Forty - Two</u>	<u>Due Date</u>	<u>Compensation</u>
<p align="center">DDI and Ongoing Operations and Maintenance for Federal Reporting CMdS</p>	<p align="center">Monthly Start: March 1, 2024 End: July 31, 2026</p>	<p>Total Compensation not to exceed \$7,494,160.31 including GRT, less \$912,656.64 retainage; to be paid monthly, according to the following schedule:</p> <p>DDI- March 1, 2024 –February 28, 2025 - \$380,273.58 including GRT per month less 20% retainage of \$76,054.72 per month not to exceed 12 months.</p> <p>Operations and Maintenance- March 1, 2025 – July 31, 2026 - \$172,404.55 per month including GRT, not to exceed 17 months.</p>

Task Item	Subtasks	Description
<p>42 Ongoing Federal Reporting Exhibit A CMdS</p>	<p>42.1 Ongoing Federal Reporting CMdS</p>	<p>The CONTRACTOR shall implement the CMdS Federal Reporting module. The new module will include the existing reports from the Legacy Data Warehouse and the new reports listed below.</p> <ul style="list-style-type: none"> 1115 SMI/SED Demonstration Monitoring Report CMS-64 Supplemental Payments Summary Report to support CMS-64 Certification CMS 21.B Federal Report Aggregation CMS 21.B Variance Reports CMS-21 PERM CMS-37 Federal Report Aggregation (37.1, 37.3, 37.9, 37.10) CMS-37 Medicaid Program Actuals Summary Report CMS-37 Variance Report: Annual Cap Allotment Qx CMS-37 Variance Report: Between Submissions Qx CMS-37 Variance Report: Between Years Qx CMS-37 Variance Report: Budget to Actual Average of 4 Quarters

		<p>CMS-37 Variance Report: Budget to Actual Qx CMS-37 Variance Report: HIT Qx CMS-64 Summary Sheet CMS-64.9D DSH CMS-64.9QI CMS-64F Summary Sheet</p> <p>Contractor shall implement new reporting (dependent on SHARE data feed)</p> <p>CMS 21.B CHIP Admin Expenditures Report CMS-21 & CMS-21P CHIP Expenditures for State & Local Administration CMS-21C Allocation of Title XIX and Title XXI Expenditures To CHIP Fiscal Y CMS-37 Medicaid Admin Expenditures Report CMS-64.10/64.10P Base CMS-64.10/64.10P Waiver</p> <p>Contractor shall update current reporting to align with 416-TAF and to increase report frequency.</p> <p>CMS-416: Annual EPSDT Participation Report</p> <p>Contractor shall implement the CMdS Federal Reporting module along with new reports in the new CMdS Financial Services Module.</p> <p>Contractor will continue to provide electronic access and/or delivery (based on report type) of in scope CMS reports based on the standing CMS reporting schedule to the Procuring Agency. Any modifications to the current schedule can be addressed via an operational memo.</p>
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All other Articles and Deliverables of the original contract remain the same.

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:
By: Kari Armijo Date: 2/21/2024
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Kari Armijo, Cabinet Secretary
New Mexico Human Services Department

DocuSigned by:
By: Lydie Quebe Date: 2/21/2024
5FB8C870DFC84BB...
Lydie Quebe, Vice President, General Manager
Conduent State Healthcare, LLC

DocuSigned by:
By: Paula Morgan Date: 2/21/2024
54409ED24CE24F9...
Paula Morgan, Chief Information Officer
New Mexico Human Services Department

Approved for legal sufficiency:


DocuSigned by:
By: Mark Reynolds Date: 2/21/2024
0241C19C1E01414...
Mark Reynolds, General Counsel
New Mexico Human Services Department

Approved for financial sufficiency:

DocuSigned by:
By: Carolee A. Graham Date: 2/21/2024
FB15A98045214DA...
Carolee Graham, Chief Financial Officer
New Mexico Human Services Department

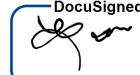
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: **02-408915-00-0**

By:  DocuSigned by: Ann Marie Lucero Date: 2/19/2024
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Taxation & Revenue Department

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

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.

By:  DocuSigned by: Raja Sambandam Date: 2/23/2024
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Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
Department of Information Technology

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

By:  DocuSigned by: Ray Maestas Date: 2/27/2024
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State of New Mexico, State Purchasing Division