

STATE OF NEW MEXICO  
**HUMAN SERVICES DEPARTMENT**  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 2

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 19-630-8000-0013 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 reduce the Nursing Facility Level of Care (NF LOC) Determination Audits in SFY 21 Q3 and Q4; and SFY 22 Q1 through Q4, thus reducing Compensation for SFY21 and SFY22.

**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 FOLOWING PROVIIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:**

Section 1, Scope of Work, is amended to read as follows:

**1. Scope of Work.**

The Contractor shall perform all services detailed in Exhibit A, Amended Scope of Work, attached hereto, and referenced herein.

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 two million nine hundred twenty thousand nine hundred fifty one dollars and ninety cents (\$2,920,951.90) 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 fifty-five thousand one hundred thirty-three dollars (\$755,133) including gross receipts tax, if applicable, for FY19.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed seven hundred thirty-nine thousand six hundred sixty-two dollars (\$739,662) including gross receipts tax, if applicable, for FY20.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed seven hundred twenty-two thousand four hundred thirty-five dollars and thirty-six cents (\$722,435.36) including gross receipts tax, if applicable, for FY21.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed seven hundred three thousand seven hundred twenty-one dollars and fifty-four cents (\$703,721.54) including gross receipts tax, if applicable, for FY22.

Exhibit A, Scope of Work, Section B, Deliverables, Paragraph 7, is restated in its entirety, attached hereto and referenced in this amendment.

**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:  
Angela Medrano Date: 12/11/2020  
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HSD Cabinet Secretary Angela Medrano, Deputy Cabinet Secretary  
Signing electronically on behalf of D.S.

By: DocuSigned by:  
[Signature] Date: 12/7/2020  
5709D277B0FC4AA...  
HSD Office of General Counsel

By: DocuSigned by:  
Danny Sandoval Date: 12/7/2020  
B66DFEE7DE10413...  
HSD Chief Financial Officer

By: Clare B Bradley Date: Dec 3, 2020  
Clare B Bradley (Dec 3, 2020 14:53 EST)  
Contractor: Clare B. Bradley, MD, MPH  
Chief Medical Officer/SVP, Quality Improvement

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: **02-350083-00-2**

By: DocuSigned by:  
Ann Marie Lucero Date: 12/11/2020  
A1E23200AE974AA...  
Taxation and Revenue Department

## **Exhibit A**

### **Amended Scope of Work**

1. The EQRO will design and conduct a random monthly Nursing Facility Level of Care (NF LOC) determination audit in accordance with the 1115 Demonstration Waiver STCs to ensure that the NF LOC criteria are applied consistently and equitable across the New Mexico Medicaid program.

HSD/MAD will deliver a NOD to the EQRO defining the sampling criteria and sampling methodology to be applied during the development of the project plan NF LOC review. The EQRO project deliverables will include the following:

- a. Define and develop a project plan for conducting desk reviews of NF LOC ratings;
- b. Develop random sampling methodology to complete NF LOC determinations collected from each MCOs for the NF LOC rating determination. The audit shall consist of a random stratified sample and will include both approved and denied NF LOC determinations;
- c. Develop review tools for capturing data on accuracy, timeliness, physician review, and reasons for denial;
- d. Conduct random external monthly reviews of each MCO based on New Mexico Medicaid Nursing Facility (NF) Level of Care (LOC) Criteria and Instructions; and
- e. Report findings of NF LOC activities in quarterly and annual reports to HSD/MAD. This Amendment 2 reduces the requirements for these audit reports for FY21 quarters three (3) and (4) four by half; additionally, for all quarters in FY22 by half.

New Mexico General Services Department  
State Purchasing Division

AGENCY CERTIFICATION FORM

Human Services Department hereby certifies the following in regard to the attached contractual agreement between the Agency and Island Peer Review Organization, Inc., d/b/a IPRO:

Agency Name

Name of Contractor

X

1) This contractor IS/IS NOT a former state employee. (See note below)  
(circle one)

2) This contractor IS/IS NOT a current state employee or a legislator or the family member of a current  
(circle one)

state employee or legislator, or a business in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%. (See note below)

**NOTE:** Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

3) This Contractor is a (check one): FOR PROFIT VENDOR \_\_\_\_\_  
NOT FOR PROFIT VENDOR \_\_\_\_\_ X

4) This PSA DOES COMPLY with the Governor's Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency.

DocuSigned by:  
Angela Medrano  
12A8153575FC497...  
Signature of Agency Representative\*\*

12/11/2020  
Date

I certify that the information stated in paragraphs 1-3 is true.

Clare B Bradley  
Clare B Bradley (Dec 3, 2020 14:53 EST)  
Signature of Contractor  
Clare B. Bradley, MD, MPA  
Chief Medical Officer/Sr. Vice President  
Quality Improvement

Dec 3, 2020  
Date

\*\*Must be a DFA authorized signature






# FY21 IPRO EQRO A2 11-23-20v4

Final Audit Report

2020-12-03

Created:	2020-12-03
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-  Document created by Tierre Jeanne-Porter (tjeanne-porter@ipro.org)  
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