STATE OF NEW MEXICO HUMAN SERVICES INFORMATION TECHNOLOGY AGREEMENT AMENDMENT NO. 8

SPD # PSC 12-630-8000-0015 A8

THIS CONTRACT AMENDMENT No. 8 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 Conduent State Healthcare, LLC (formerly known as Xerox State Healthcare, LLC), hereinafter referred to as the "CONTRACTOR" and collectively referred to as the "Parties". This Amendment 8 shall become effective upon the date of execution by both Parties (the "Effective Date").

The purpose of this Amendment is to:

- 1. Amend Article 3 Compensation, Section B (Payment) to adjust overall compensation (the "Amended Base Amount").
- 2. Amend Article 5 to renew the Agreement for a one-year period. PROCURING AGENCY is exercising its option to extend the Agreement (and all associated Amendments) for a one-year period, from January 1, 2018 through December 31, 2018, for the CONTRACTOR to continue Fiscal Agent operations and all other work and deliverables, excluding Deliverable 49, as specified in the Agreement and Amendments. The Amended Base Amount is increased accordingly. See Amended Article 3 ("Compensation") below. This extension includes:
 - Half of State Fiscal Year 2018 (2nd half: Jan. 1, 2018 June 30, 2018) and
 - Half of State Fiscal Year 2019 (1st half: July 1, 2018 Dec. 31, 2018)
- 3. Amend Deliverable 13 ("State Level Registry") Deliverable 13 shall be amended to decrease the price to the PROCURING AGENCY in the amount of \$11,000 per month. The reduction in price is based upon the elimination of two (2) SLR agents, as well as the elimination of all Deliverable 13 work currently performed by the two eliminated SLR agents. As such, Sections 13.2.7, 13.2.8 and 13.2.9 (State handles appeals) shall be deleted. See Appendix A, ("Amended Scope of Work") below.
- 4. Amend Deliverable 40 –Deliverable 40 ("Customer Service Center Maintenance and Operations") shall be terminated in conjunction with the start of Exhibit A, Scope of Work, Deliverable 61.

- 5. Add Deliverable 59 ("Implementation") A one-time enhancement to upgrade the Provider Enrollment capabilities shall be added to the Scope of Work of the Agreement. See Appendix A, ("Amended Scope of Work") below.
- 6. Add Deliverable 60 ("Implementation Customer Service Center") The Implementation of a Customer Service Center shall be added to the Scope of Work of the Agreement. See Appendix A, ("Amended Scope of Work") below.
- 7. Add Deliverable 61- ("Customer Service Center Maintenance and Operations").

 Deliverable 61 will replace Deliverable 40 and will include maintenance and operations of a Customer Service Center. The Customer Service Center will respond to inquiries from recipients and the general public regarding Public Assistance Programs that include Medicaid, Supplemental Nutrition Assistance Program (SNAP), Cash Assistance, Low Income Home Energy Assistance Program (LIHEAP), YESNM and NM Works. See Appendix A, ("Amended Scope of Work") below.
- 8. Modify the Agreement to reflect that on February 15th, 2017, the Contractor, Xerox State Healthcare, LLC., formally changed its name to Conduent State Healthcare, LLC.

WHEREAS, the Parties hereto desire to amend the Agreement to as stated above and reflect the name change to Conduent State Healthcare, Inc.

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. 8 shall be deemed and considered as part of the Agreement for all purposes. All the other provisions of the agreement not specifically deleted or modified herein shall remain in full force and effect.
- 2. Amendment to Name. First paragraph of agreement is amended as follows:

This Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, **Procuring Agency of Human Services Department**, hereinafter referred to as the "Procuring Agency" or "PROCURING AGENCY" and Conduent State Healthcare, LLC., (formerly known as Xerox State Healthcare, LLC), hereinafter referred to as the "CONTRACTOR" and collectively referred to as the "Parties".

Additionally, wherever the name "Xerox State Healthcare, LLC" or "Xerox" appears

in the Agreement or related documents, it shall be deemed replaced by the term "Conduent State Healthcare, LLC" or "Conduent."

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

ARTICLE 3 - COMPENSATION

B. <u>Payment</u>. The total amount payable by the Procuring Agency to the CONTRACTOR during the term of this Agreement (CY12 – CY18) shall not exceed one hundred seventy-seventy million, eighty-eight thousand, eight hundred fifty-four dollars and seventy-four cents (\$177,088,854.74) the ("Amended Base Amount"), 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 49:

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):	\$ 30,084,757.42
State Fiscal Year 2015 (ending June, 2015):	\$ 25,063,321.00
State Fiscal Year 2016 (ending June, 2016):	\$ 25,976,443.74
State Fiscal Year 2017 (ending December, 2016):	\$ 12,814,939.85
State Fiscal Year 2017 (Jan. 2017 – June 2017):	\$ 12,824,246.95
State Fiscal Year 2018 (1st half: July 2017 – Dec. 2017):	\$ 15,074,338.59
State Fiscal Year 2018 (2 nd half: Jan. 2018 – June 2018) (Base):	\$ 15,796,561.79
State Fiscal Year 2019 (1st half: July 2018 – Dec. 2018) (Base):	\$ 15,841,796.17
State Fiscal Year 2019 (2 nd half: Jan. 2019 – June 2019) (Option):	\$ 15,941,899.31
State Fiscal Year 2020 (July, 2019 – June 2020) (Option):	\$ 16,095,730.04

The Amended Base Amount includes all services as stated in the Scope of Work, as amended, under this Agreement, and set forth in Exhibit A, attached to this Agreement; and Separately Invoiced Items and Services as identified in Article 3(G) of the Agreement, such Separately Invoiced Items and Services shall have a maximum State Fiscal Year amount of two million, one hundred thousand dollars (\$2,100,000.00).

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.

4. Article 5, Term, is amended as follows:

ARTICLE 5 - TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DOIT, AND THE STATE PURCHASING AGENT. The term of the Agreement will be for eighty-two (82) months commencing on March 1, 2012 and terminating on December 31, 2018. The Procuring Agency reserves the right to renew this Agreement for up to one additional one-year period. In no event, however, will the term of the Agreement exceed eight (8) years from March 1, 2012. Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of appropriations in accordance with Article 6.

The Procuring Agent, through this Amendment 8, exercises its option to renew the original Agreement, excluding Deliverable 49, for one one-year period (the second one-year option), from January 1, 2018 to December 31, 2018. One additional one-year renewal period remains at the option of the Procuring Agent. All other provisions of the paragraph in Article 5 remain intact.

5. Exhibit A, Scope of Work is amended as follows:

- a. The following definitions are added to Exhibit A, Scope of Work:
 - i. LIHEAP Low Income Home Energy Assistance Program
 - ii. SNAP Supplemental Nutrition Assistance Program
 - iii. NM Works New Mexico Works
 - iv. ISD Income Support Division
 - v. MAD Medical Assistance Division
 - vi. ASPEN Automated System Program and Eligibility Network
 - vii. Recipient A beneficiary of one of the programs supported by the State
 - viii. Provider A person or entity that is qualified to supply services to the Recipient
 - ix. CSC Customer Service Center
 - x. ISD CSC Income Support Division Customer Service Center
 - xi. PED- Presumptive Eligibility Determiner
 - xii. SLA- Service Level Agreement
- Exhibit A, Scope of Work, M. Deliverable Number 13: State Level Registry (SLR) – Ongoing Operation and Maintenance, Compensation and Tasks is amended as follows:
 - i. Compensation is decreased from one million, nine hundred sixty-three thousand, eight hundred eleven dollars and seventy-six cents (\$1,963,811.76) to one million, six hundred sixty-six thousand, eight hundred eleven dollars and seventy-six cents (\$1,666,811.76).
 - ii. Tasks 13.2.7, 13.2.8, and 13.2.9 are deleted in their entirety.
 - iii. Task 13.4.1 is deleted in its entirety and replaced with the following:

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:

13.4.1.1 Jan 1, 2013 – Dec 31, 2013: \$ 32,526.00 13.4.1.2 Jan 1, 2014 – Dec 31, 2014: \$ 27,317.67 13.4.1.3 Jan 1, 2015 – Dec 31, 2015: \$ 20,026.00 13.4.1.4 Jan 1, 2016 – Dec 31, 2016: \$ 20,026.00

Three renewal years described in Article 5:

13.4.1.5 Jan 1, 2017 – Sept 30th, 2017: \$20,626.78
13.4.1.6 Oct 1, 2017 – Dec 31, 2017: \$9,626.78
13.4.1.7 Jan 1, 2018 – Dec 31, 2018: \$10,245.58
13.4.1.8 Jan 1, 2019 - Dec 31, 2019: \$10,882.95

- c. Exhibit A, Scope of Work, Deliverable Number 40, concerning the Customer Service Center Maintenance and Operations, will be terminated in conjunction with the start of Exhibit A, Scope of Work, Deliverable 61, concerning the Customer Service Center Maintenance and Operations, which is added to the Agreement in Section 5. f of this Amendment 8.
- d. Exhibit A, Scope of Work, Deliverable Number 59, concerning Implementation, is added as follows:

Deliverable I	Fifty-Nine	Due Date	Compensation
Upgrade Provider Enrollment Capabilities; [System Enhancement]		Start: January 1, 2018 End: Dec 31, 2019 \$234,000 Amount, inclusive GRT (Total Compensa Not to Exceed \$234	
Task Item	Subtasks	Description	

	CMCD
	required to meet the most recent CMS Provider
	Enrollment regulations.
	Upon approval by the Procuring Agency, the
	CONTRACTOR shall implement the enhancements into
	production.
	production.
50.1.2	This enhancement must be operational no later than
59.1.2	■ 2004/000 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Enhanceme	1
Operational	
)	implementation date.
	The CONTRACTOR shall provide ongoing provider
	credentialing
	support for the ongoing use of this enhancement at no
	additional cost.
	The CONTRACTOR shall have access to the product
	for continual validation and screening of provider's
	application to perform provider credentialing.
	application to perform provider electricating.
	One-hundred percent (100%) of the cost of this
· ·	Deliverable shall be paid to the CONTRACTOR upon
	implementation of this enhancement into production.

e. Exhibit A, Scope of Work, Deliverable Number 60, concerning the Customer Service Center Implementation, is added as follows:

Deliverable Sixty	Due Date	Compensation
Customer Service Center (CSC) Implementation	Phased-in implementation shall begin on October 31, 2017 or 30 calendar days from the Effective Date, whichever is later and shall end	Not to Exceed: \$1,286,000.54 Amount, Plus NM GRT

		on December 31, 2017 or 90 calendar days from the Effective Date, whichever is later.
Task Item	Subtasks	Description
60.1 Establish CSC	60.1.1 Provide Office Space and Furnishings	60.1.1.1 The CONTRACTOR shall perform call center workstation build-out activities as may be required to accommodate the CSC in its Albuquerque office.
		60.1.1.2 The CONTRACTOR shall acquire and install cubicles and other furniture needed by CSC staff.
		60.1.1.3 The CONTRACTOR shall provide the hardware, software and supplies necessary for the CSC staff to perform its required activities.
		60.1.1.4 The CONTRACTOR will be required to send five persons to the Call Center outside of New Mexico for purposes of training and the go-live period.
	2	60.1.2.1 The CONTRACTOR shall use existing software and systems noted below, as feasible, to support the new CSC:
	60.1.2 Configure Call Center Components	60.1.2.1.1 Communications Management System 60.1.2.1.2 Call Management System 60.1.2.1.3 Contact Tracking System 60.1.2.1.4 Modular Messaging System 60.1.2.1.5 Call Recording System
		60.1.2.2 The CONTRACTOR shall configure the Call Recording System to meet ISD requirements for telephonic signature.
		60.1.2.3 The CONTRACTOR shall install Telecom Infrastructure to add to the existing infrastructure, which includes "Call Me Back" Callback Functionality and an

increase in survey volume and ongoing telecommunications. This "Call Me Back" functionality will be implemented as soon as possible but no later than the full implementation date of deliverable 60

- 60.1.2.4 The CONTRACTOR shall configure Microsoft Dynamics (CRM), network engineering, and other intercompany support.
- 60.1.2.5 The CONTRACTOR shall be responsible for acquiring any additional hardware and software required to provision the CSC.
- 60.1.2.6 The CONTRACTOR shall obtain a separate toll-free telephone number for the CSC to distinguish it from the Client Solutions Call Center and other call centers maintained under this Agreement.
- 60.1.2.7 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.

60.1.3 Hire and Train Staff for the CSC

- 60.1.3 The CONTRACTOR shall hire and train personnel to manage and staff the CSC, respond to inquiries in both Spanish and English from Recipients and the general public regarding Public Assistance Programs that includes Medicaid, Supplemental Nutrition Assistance Program (SNAP), Cash Assistance, Low Income Home Energy Assistance Program (LIHEAP), YESNM and NM Works administered by the Procuring Agency that are received over the telephone, and monitor the quality of CSC operations.
- 60.1.3.1 The CONTRACTOR will implement a "train the trainer" program to ensure CSC agents are trained on all approved materials provided by ISD.

The CONTRACTOR shall:

60.1.3.2 Ensure that each CSC staff member meets the following qualifications prior to taking a call:

60.1.3.2.1 Is knowledgeable of the Procuring

		Agency's Income Support Programs;
		60.1.3.2.2 Has access to, understands, and can navigate Omnicaid, ASPEN and YESNM;
		60.1.3.2.3 Completes ISD approved training based on approved training curriculum provided by ISD;
		60.1.3.2.4 Understands eligibility and Managed Care Enrollment policies; and
		60.1.3.2.5 Understands the ISD phone tree selections to route according to the ISD qualifications and instructions.
		60.1.3.3 The CONTRACTOR shall develop and submit a CSC Staffing and Training Work Plan for review and approval by the Procuring Agency 14 days after execution of this Amendment.
	,	60.1.3.4 Hire and train sufficient staff fluent in Spanish to respond to inquiries and complete applications for Recipients whose primary fluency is in Spanish.
		60.1.3.5 If language is other than Spanish, the CONTRACTOR will utilize a contracted translation service.
60.2 Manage CSC	6021 14	60.2.1.1 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.
Implementation	60.2.1 Meet General Project Management Requirements	60.2.1.2 Identify, request, and schedule all coordination meetings as necessary to ensure that the CONTRACTOR has access to all information and requirements relevant to this implementation.
	1	60.2.1.3 Provide all management and staff resources with sufficient experience, knowledge, and management skills necessary to meet to requirements of this

		implementation.
		60.2.1.4 Meet the Procuring Agency's Project Manager and other staff as reasonably required by the Procuring Agency.
		60.2.1.5 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.
		During the planning and implementation of the CSC, the CONTRACTOR will deliver each of the following items and (except for the biweekly status report) obtain written Procuring Agency approval for each item.
	-	The CONTRACTOR will revise each of these items as necessary to obtain Procuring Agency approval:
60.2.2 Obtain State Approval for CSC Project Milestones 60.3.1 Phased Implementation shall start on October 31, 2017 or 30 calendar days from the Effective Date, whichever is later. Imlementation		60.2.2.1 Work Plan/Staffing Plan 60.2.2.2 Training Plan 60.2.2.3 Biweekly Status Reports 60.2.2.4 Call Center Agent Training Materials
	CSC Project Milestones	60.3.1.1 The State and Conduent will mutually agree upon a subset of calls that will be transferred over to Conduent during the phased-in approach starting with
	Implementation	Medicaid applications and IC/Waiver calls.
	60.3.1.2 The State will initiate a transfer of initial queues from their current ISD call center over to Conduent's call center; and the Conduent technical team will configure the Conduent call center to accept the calls.	
9	shall be finalized by December 31, 2017 or 90 calendar days from the Effective	60.3.1.3 Both parties agree and understand that, given the call volume of these queues, it is possible that the number of callers on the line (which means: talking to an agent; leaving a voicemail; or waiting in the queue) will exceed the number of lines that Conduent has in
	Date, whichever is later.	place prior to full implementation. If the number of calls exceeds the number of lines, the caller will receive a busy signal. The State and Conduent will work together

	to adjust the required number of phone lines as necessary.
	60.3.1.4 Conduent will add eighteen (18) agents to their current staffing levels, which will total to twenty-seven (27) agents as well as management and support staff.
	60.3.1.5 There will be no SLA penalties assessed to Conduent during the phased in implementation.
	60.3.1.6 This is a good faith effort by both the State and Conduent. If issues arise that delay the start of the phased-in implementation, Conduent shall not be held liable.
	60.4.1.1 Payment for this Deliverable shall be made in full (100%) upon readiness of the CSC for operations, upon full implementation of this deliverable 60.
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60.4.1 Invoice the State When Implementation is Complete	
	State When Implementation is

f. Exhibit A, Scope of Work, Deliverable Number 61, concerning the Customer Service Center Maintenance and Operations, is added as follows:

Deliverable Sixty-One Customer Service Center (CSC) Maintenance and Operations		Due Date	Compensation
		Start: Jan 1, 2018 or 90 days from the the Effective Date, whichever is later. End: Dec 31, 2019 Not to Exceed: \$12,500,568.38 Amount, Plus NM GRT, do per agreed payment schedule.	
Task Item	Subtasks	Description	
61.1 Customer Service Center (CSC)	61.1.1 Customer Service Center (CSC)	Customer Service Center (CS Spanish and English from Re regarding Public Assistance I Supplemental Assistance Nut (SNAP), Cash Assistance, Lo Assistance Program (LIHEA) administered by the Procuring 61.1.1.2 The CONTRACTO comments all interactions per include emails, calls, correspondent of the Contraction of the Co	ow Income Home Energy P), YESNM, and NM Works g Agency. R shall document in ASPEN case rtaining to Recipient inquiries to ondence and voicemail. ished within the continental
		with the contact information county upon request. 61.1.1.5 The CONTRACTOR	R shall provide the Recipient of State resources in a particular R shall identify discrepancies EN and make referrals to MAD or
		the client's local ISD office a 61.1.1.6 The CONTRACTO	

		whose primary fluency is Spanish.
		61.1.1.7 If language is other than Spanish, the CONTRACTOR will utilize a contracted translation service.
п		61.1.1.9 The CONTRACTOR will 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 recipient eligibility policy, as directed by the Procuring Agency.
		61.1.1.10 At the option of the Procuring Agency, the CONTRACTOR shall use existing systems to support the new CSC:
		61.1.1.10.1 Communications Management System 61.1.1.10.2 Call Management System 61.1.1.10.3 Contact Tracking System 61.1.1.10.4 Modular Messaging System 61.1.1.10.5 Call Recording System
		61.2.1.1 The CONTRACTOR shall hire and train additional personnel as needed to maintain staff levels in the CSC and respond to Recipient phone calls, emails, webmail and voicemails to meet SLAs.
61.2 Staffing	61.2.1 Maintain	61.2.1.3 The CONTRACTOR will ensure that each CSC staff member meets the following qualifications prior to taking a call:
	adequate Staff levels for the CSC	61.2.1.3.1 Is knowledgeable of the Procuring Agency's Income Support Programs;
		61.2.1.3.2 Has access to, understands, and can navigate Omnicaid, ASPEN and YESNM;
		61.2.1.3.3 Completes ISD approved training

		Institutional Care Provider
		Institutional Care Recipient
		Medicaid
		61.3.1.4 The CONTRACTOR shall send the Procuring Agency daily reports for the first 90 days.
		61.3.1.5 The CONTRACTOR shall report YESNM Medicaid application numbers on a weekly basis to the Procuring Agency.
		61.3.1.6 The CONTRACTOR shall triage and respond to YESNM webmail and report the number of inquiries and resolutions to the Procuring Agency on a weekly basis.
		61.4.1.1 The CONTRACTOR shall coordinate and develop an application to interface with ASPEN that will pull in a script with Recipient demographics, recent call history and case history to assist the call agent.
	,	61.4.1.1.1 The contractor will implement this interface with ASPEN no later than 150 days from when we receive all necessary information required by the team for the creation of this interface.
61.4 System Deliverables		61.4.1.1.2 The Procuring Agency, by October 15, 2017, shall give the CONTRACTOR all of necessary access to create the interface. If the Procuring Agency has not provided access by this date,, the CONTRACTOR shall not be held liable, monetarily or otherwise, for any implementation delays.
	61.4.1	
	System	
	Specificatio ns	61.5.1.1 The CONTRACTOR shall provide support to YESNM users for navigation and password resets.
61.5 YESNM		61.5.1.2 The CONTRACTOR shall respond to all emails submitted to YESNM via webmail and if unable to answer will be forwarded to ISD CSC.
OI.J IESININ		61.5.1.3 The CONTRACTOR will assist Recipient in completing YESNM Medicaid Applications over the phone.
	61.5.1	

	YESNM	61.5.1.4 The CONTRACTOR shall provide assistance to
	Specificatio	Recipient in linking YESNM accounts to their ISD Case
*	ns	Number.
u .		61.6.1.1 The CONTRACTOR shall refer Recipients who are calling regarding an over payment correspondence to 1 800 431 4593.
61.6 Restitution		61.7.1.1 The CONTRACTOR shall refer the Recipient to 1 800 432 6217 option 3 if Recipient is calling regarding child support information or has questions regarding child support.
61.7 Child Support		61.8.1.1 If the Recipient is calling in regard to contacting NM Works, then the CONTRACTOR will provide local NM Works office number.
61.8 NM Works	61.6.1 Restitution Specificatio ns	61.9.1.1 If Recipient is calling regarding IC/Waiver, then the CONTRACTOR will verify the authorized representative to provide case information. The CONTRACTOR can advise caller to designate an authorized representative to complete or
	1	use the benefits being requested. If caller is not the authorized
61.9 IC/Waiver	61.7.1 Child Support	representative or has not designated an authorized representative, then no information can be released.
01.9 IC/ waiver	Specificatio ns	61.9.1.2 If Provider is calling regarding IC/Waiver, then the CONTRACTOR will verify if provider is listed on the MAD
	61.8.1 NM Works Specificatio ns	344. If Provider is not listed on the MAD 344, then the CONTRACTOR can only release status of pending, approved or denied. If CONTRACTOR is unable to resolve, then CONTRACTOR will transfer call to IC/Waiver Unit.
	61.9.1	61.10.1.1 The CONTRACTOR shall respond to all eligibility inquiries.
	IC/Waiver Specifications	61.10.1.2 The CONTRACTOR shall determine if MCO Change is less than 90 days from approval, and if it is less than 90 days from approval, then update and approve. The CONTRACTOR
		shall provide address to Medical Assistance Division and instruct
		Recipient to send letter of reason for the change if more than 90 days after initial approval.
	<u> </u>	16

61 10 Medicaid		
61.10 Medicaid		61.10.1.3 If the Recipient is calling regarding a PED application and/or required documentation submitted 24 calendar days or more, then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted 24 calendar days or more, the CONTRACTOR will transfer call to ISD CSC.
		61.10.1.4 The CONTRACTOR shall forward all calls to ISD CSC if the Recipient is calling to request retroactive eligibility.
61.11 SNAP	61.10.1 Medicaid Specificatio ns	61.11.1.1 If the Recipient is calling regarding application and/or required documentation submitted less or equal to 24 calendar days then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days the CONTRACTOR will transfer call to ISD CSC.
		61.11.1.2 If Recipient indicates they are unable to make scheduled interview or the interview has passed, the CONTRACTOR will escalate to ISD CSC. If the Recipient wants to wait on the line for ISD and complete an interview, the CONTRACTOR will transfer the call to ISD CSC.
		61.12.1.1 If the Recipient is calling regarding application and/or required documentation submitted less than or equal to 24 calendar days then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days, then the CONTRACTOR will transfer call to ISD CSC.
		61.12.1.2 The CONTRACTOR will transfer Recipient to the ISD CSC interview line if Recipient has missed scheduled appointment.
61.12 CASH Assistance 61.11. SNAP	61.11.1 SNAP	61.12.1.3 If Recipient is unable to make scheduled interview, then the CONTRACTOR will transfer to the ISD CSC.
	Specificatio	61.12.1.4 If Recipient has received a sanction notice, then the

	ns	CONTRACTOR will review correspondence, specifically the
		notice of adverse action and case comments. If not resolved,
		then the CONTRACTOR will transfer to the ISD CSC.
±	61.12.1 CASH Assistance Specifications	61.13.1.1 If the Recipient is calling regarding application and/or required documentation submitted less than or equal to 24 calendar days, then the CONTRACTOR shall confirm the application and documents were received. If application and/or required documentation submitted more than 24 calendar days, then the CONTRACTOR will transfer call to ISD CSC.
2		61.13.1.2 If Recipient has a disconnect notice, then the CONTRACTOR will transfer to ISD CSC.
		61.13.1.3 If the Recipient indicates that ISD has paid the incorrect vendor, then the CONTRACTOR will determine the vendor paid and get the correct vendor information and escalate to ISD.
61.13 Energy Assistance/ LIHEAP		61.14.1.1 The CONTRACTOR shall instruct the Recipient that proof of residency needs to be provided to ISD and if already provided, then transfer to ISD CSC.
		,
Ϋ́		61.15.1.1 The CONTRACTOR will ensure the CSC is equipped with sufficient incoming lines so Recipients and members of the general public are not given a busy signal but are placed on hold to ensure the CSC maximum
61.14 Paris Match	61.13.1 Energy	opportunities for reaching a staffperson in the order the calls are received. The telephone route-table content will allow caller to hold. The telephone system will also give callers the option to branch from hold to voice mail during normal business hours.
61.15 CSC Assistance Solutions	Assistance/ LIHEAP Specifications	61.15.1.2 The CONTRACTOR will also give callers the option to leave a voice message during business hours or after hours. The CONTRACTOR shall respond to all voice messages left within one (1) business day.

- 61.15.1.3 The CONTRACTOR will respond to all webmail within one (1) business day of receipt of the webmail.
- 61.15.1.4 The CONTRACTOR will ensure CSC agents are not to assist any other Conduent Call Centers. Any violation must be reported.
- 61.15.1.5 The CONTRACTOR will document each telephone and written inquiry using the CONTRACTOR's automated contact tracking system and identify the reason for each inquiry to support management and reporting.
- 61.15.1.6 The CONTRACTOR shall present a satisfaction survey option to callers as part of the quality assurance system, allowing callers to report their experience with CSC. The content of the survey shall be approved by the Procuring Agency prior to implementing the survey option. The CONTRACTOR shall tabulate survey responses and provide the Procuring Agency with a monthly summary report.
- 61.15.1.7 The CONTRACTOR shall provide callers with a callback option. Callers must get an in-queue message providing the caller an option of a call back once the caller has been on hold greater than three (3) minutes.
- 61.15.1.8 After six (6) months or earlier if deemed necessary by the Procuring Agency from go-live, the CONTRACTOR and Procuring Agency will meet to reevaluate actual volumes, average handle time, month-to month progress and other critical statistics to determine if the CONTRATOR is staffed appropriately for the SLAs and determine if a possible expansion or relocation of the call center is necessary. SLAs and corresponding penalties will not be enforced if the call volumes are greater than 85,000 calls per month or if the percentage of calls that will require the CONTRACTOR to help the recipient fill out the application is greater than 5% of the total call volume for that month.
- 61.15.1.9 The CONTRACTOR will be required to send one person per quarter to the Call Center located outside of New Mexico for purposes of evaluation and training.

61.14.1 Paris Match Specifications

61.15.1 Customer Service Center Specification s and Service level agreements.

- 61.15.1.10 The CONTRACTOR will ensure average speed of answer shall not exceed, on average more than two (2) minutes as measured on a monthly basis.
- 61.15.1.11 The CONTRACTOR will ensure the CSC call abandonment rate does not exceed 10%, as measured on a monthly basis.
- 61.15.1.12 The CONTRACTOR will ensure the CSC is available Monday through Friday from 8:00 AM to 6:00 PM Mountain Time, except for holidays approved by the Procuring Agency, to receive and respond to provider inquiries unless the Procuring Agency approves other hours of operation.
- 61.15.1.13 The CONTRACTOR will ensure CSC holiday schedule observes all state holidays.
- 61.15.1.14 The CONTRACTOR will provide a corrective action plan to the Procuring Agency if the abandonment rate exceeds 10% and/or average speed of answer exceed the maximum average two (2) minute. An excessive number of calls routed to voicemail by agents, as determined by the Procuring Agency, may prompt a request for corrective action.
- 61.15.1.15 For failure to meet average speed of answer or requirement rate/percentage the abandonment CONTRACTOR shall pay the Procuring Agency 2% of monthly compensation per week for which average speed of answer exceed two (2) minutes or abandonment rate exceed 10%. If average speed of answer or abandonment rate requirements are out of compliance beyond 20 business days the CONTRACTOR shall pay the Procuring Agency 3% of monthly compensation per week. If average speed of answer or abandonment rate requirements are out of compliance beyond 30 business days the CONTRACTOR shall pay the Procuring Agency 5% of monthly compensation per week. Penalty assessments will be capped at one thousand dollars (\$1,000.00) per day or ten percent (10%) of the total

aggregate monthly invoice, whichever is smaller.

61.15.1.16 For failure to deliver a CAP within ten (10) business days of notification by the Procuring Agency, the CONTRACTOR shall pay the Procuring Agency 2% of monthly compensation per day that the CAP is late.

61.15.1.17 The maximum total amount of liquidated damages and/or penalties that PROCURING AGENCY may assess for a calendar month for all performance requirements outlined in this Amendment 8 that CONTRACTOR fails to meet in that calendar month will not exceed Thirty Thousand Dollars and No Cents (\$30,000.00). Thus, for example, if a penalty is assessed pursuant to both Sections 61.15.1.15 (above) and 61.16.1.1 (below) in one calendar month, then maximum amount of penalties that PROCURING AGENCY may assess for that month is Thirty Thousand Dollars and No Cents (\$30,000.00).

61.16.1.1 First Call Resolution (FCR): Number of FCR / Total Call. If CONTRACTOR achieves 95% FCR as measured on a monthly basis excluding required transfers Procuring agency will compensate the CONTRACTOR 1% of monthly compensation.

61.17.1.1 With three (3) months notice, the Procuring Agency may elect to take over the CSC function or transfer it to another CONTRACTOR.

61.17.1.2 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for CSC 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 CSC, including estimates of numbers, type, and other resources.

61.17.1.3 Within thirty (30) days of receipt of notification of intent to take over or transfer responsibility for the CSC function, the CONTRACTOR shall turn over procedure manuals, performance reports, training materials and any other documentation related to the operation of CSC.

61.16 Incentives

61.17 Provide Turnover Support upon request

		61.17.1.4 The CONTRACTOR shall train the staff of the PROCURING AGENCY or its designated agent in the operation of the CSC.
61.18 Manage Agreed Payment	61.16.1 Incentive payment 61.17.1 Receive notice from Procuring Agency	61.17.1.5 The CONTRACTOR shall not prohibit any staff or management working for the CSC from choosing to accept a position with the State of New Mexico.
		61.18.1.1 For as long as the PROCURING AGENCY exercises this option, the CONTRACTOR shall be paid a monthly rate based on total call volume for the month recorded on the last business day of the month for delivering these operations, plus the applicable New Mexico gross receipts Tax (NM GRT) for that monthaccording to the Volume Tier Schedule below:
		Operations cost for the go-live month will be prorated and invoiced at the end of the go-live month. The prorated cost per day will be calculated as the monthly volume tier's price divided by the number of business days in the go-live month. The volume tier will be determined by multiplying
		average number of calendar days in the month. Added to this is the applicable New Mexico gross receipts Tax (NMGRT) for that month.
		Volume Tier Schedule
Schedule for		Up to 50,000 calls/month
Customer Service Center		Oct 1, 2017 – Dec 31, 2017 - \$318,531.17
Center		Jan 1, 2018 – Dec 31, 2018 - \$326,430.25 Jan 2, 2019 - Dec 31, 2019 - \$334,447.92
		50,001 - 55,000 calls/month
		Oct 1, 2017 – Dec 31, 2017 - \$338,831.17
		Jan 1, 2018 – Dec 31, 2018 - \$347,130.25
		Jan 2, 2019 - Dec 31, 2019 - \$355,747.92
		55,001 - 60,000 calls/month
		Oct 1, 2017 – Dec 31, 2017 - \$359,031.17
		Jan 1, 2018 – Dec 31, 2018 - \$367,930.25
		Jan 2, 2019 - Dec 31, 2019 - \$376,947.92
	L	22

	60,001 - 65,000 calls/month
	Oct 1, 2017 – Dec 31, 2017 - \$379,331.17
	Jan 1, 2018 – Dec 31, 2018 - \$388,630.25
	Jan 2, 2019 - Dec 31, 2019 - \$398,147.92
	*
	65,001 - 70,000 calls/month
	Oct 1, 2017 – Dec 31, 2017 - \$399,531.17
	Jan 1, 2018 – Dec 31, 2018 - \$409,330.25
61.18.1	Jan 2, 2019 - Dec 31, 2019 - \$419,447.92
Invoice the	3 00 8
State	70,001 - 75,000 calls/month
According	Oct 1, 2017 – Dec 31, 2017 - \$419,831.17
to the	Jan 1, 2018 – Dec 31, 2018 - \$430,130.25
Agreed	Jan 1, 2019 - Dec 31, 2019 - \$440,647.92
Monthly Rates if	
State	75,001 - 80,000 calls/month
Exercises	Oct 1, 2017 – Dec 31, 2017 - \$440,031.17
this Option	Jan 1, 2018 – Dec 31, 2018 - \$450,830.25
	Jan 2, 2019 - Dec 31, 2019 - \$461,847.92
	80,001+ calls/month
	Oct 1, 2017 – Dec 31, 2017 - \$460,331.17
	Jan 1, 2018 – Dec 31, 2018 - \$471,530.25
	Jan 2, 2019 - Dec 31, 2019 - \$483,147.92
	Jan 2, 2017 - 1000 J1, 2017 - 4703,171.72

All other Articles, Terms, Conditions and Deliverables of PCS 12-630-8000-0015, the Original Agreement, and all subsequent Amendments, remain the same.

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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:	Brent Earnest, Cabinet Secretary Human Services Department	Date: 9/17/17
Ву:	Danny Sandoval, Chief Financial Officer Human Services Department	Date: 2/20/07
Ву:	Shilo Stewart, Acting Chief Information O	Date: 9/26/17 fficer
Ву:	Human Services Department Donna Migoni, Senior Vice President Conduent Inc.	Date: 9/26/2017
Approved as By: _	to Form and Legal sufficiency: Christopher Collins, HSD General Counse	Date: <u>9/27//7</u>
pertinent state Technology a of the State o	to information technology contractual spectrory laws defining the mission and authound all Executive Orders relating to Informat	rity of the Department of Information
By:	Darryl Ackley, Secretary and State CIO Department of Information Technology	Date: 2913212017
registered wi	of the Taxation and Revenue Department of the Taxation and Revenue Department of compensating taxes. ID Number:	
By:	Taxation and Revenue Department	Date: 9/29/)7 Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements
This Agreem	ent has been approved by the State Purchasir	
Ву: (State Purchasing Agent	Date: 9/09/17