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

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 15-630-8000-0013 is made and entered into by and between the State of New Mexico Human Services Department, hereinafter referred to as “Department” or “HSD”, and Qualis Health, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties”.

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

Section 1, Scope of Work, is amended and reads as follows:

1. **Scope of Work.**
   The Contractor shall perform all services detailed in Exhibit A, Amended Scope of Work, attached herein and incorporated in this amendment by reference. The services to be performed shall be in accordance with all pertinent federal and state statutes, regulations, rules, policies and/or procedures, including any supplemental directives issued by the Centers for Medicare and Medicaid Services (CMS).

Section 3, Term, is amended and reads as follows:

3. **Term.**
   This Agreement is effective March 1, 2015 and shall terminate June 30, 2017, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 ( Appropriations) of PSC 15-630-8000-0013. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

Section 25, Notices, To the HSD, is amended and reads as follows:

25. **Notices.**

   To the HSD: Barbara Czinger, Program Manager
   Exempt Services and Programs Bureau
   Human Services Department, Medical Assistance Division
   PO Box 2348
   Santa Fe, NM 87504-2348
Exhibit A, Scope of Work, Section 1, OVERHEAD SERVICES NOT SEPARATELY REIMBURSABLE, Sub-section 1.1, Program Administration, Paragraph I, Organizational Structure, Sub-paragraph H., Item 2 is amended to read as follows:

2. The Contractor shall perform all reviews described in this Agreement and the customer service function at the New Mexico location(s), with the exception of specialized reviews and temporary staff support that must have prior approval by the Department.

Exhibit A, Scope of Work, Section 1, OVERHEAD SERVICES NOT SEPARATELY REIMBURSABLE, Sub-section 1.1, PROGRAM ADMINISTRATION, Paragraph VII, Review Timelines, Sub-paragraph F is added and reads as follows:

VII. Review Timelines

F. The Contractor shall issue a Request for Information (RFI) to notify the provider(s) when a review request is incomplete or lacking necessary documentation that is needed to complete the review and render an appropriate review decision. The Contractor shall begin the RFI process by notifying the provider(s) and/or recipient(s), as applicable, to the review type within two (2) days of assignment to a reviewer. The Contractor shall communicate the RFI via the same method in which the review request was received, i.e. fax, telephone, Contractor’s provider portal, or secure email. The provider(s) shall be notified at least three (3) times to request the additional information. At the first attempt, the Contractor shall instruct the provider(s)/recipient(s) to respond to the RFI with all necessary documentation within 21 calendar days of issuance of the written RFI. The RFI shall also inform the provider(s)/recipient(s) that failure to return the RFI with all necessary documentation within 21 calendar days may result in a technical denial of the review request.

Exhibit A, Scope of Work, Section 2, SEPARATELY REIMBURSABLE SERVICES, Sub-section 2.8, EMERGENCY MEDICAL SERVICES FOR ALIENS (EMSA), Paragraph B, item 4, letter c, is amended to read as follows:

c) The Contractor shall approve the submission by processing the authorization number through the prior authorization system interface and entering the claim approval into the Omnicaid system.

Exhibit A, Scope of Work, Section 2, SEPARATELY REIMBURSABLE SERVICES, section 2.11 HOME AND COMMUNITY-BASED SERVICE WAIVERS, Paragraph F, Sub-paragraph c), DD ISP/Budgets Reviews – Initial, Annual, Initial Residential and Revision, and Professional Services, Items 4) and 5) are added and read as follows:

c) DD ISP/Budgets Reviews – Initial, Annual, Initial Residential and Revision, and Professional Services:
4) Beginning November 1, 2015, the Outside Reviewer was established per the Waldrop Settlement Agreement to provide clinical reviews and approve or deny all non-Jackson adult DD waiver ISP and budgets. Under this process, the case manager submits the annual ISP/budget request and supporting documentation to the Outside Reviewer using the DDSD budget worksheet. The Outside Reviewer will send the approved budget to the Contractor for entry directly into the Omnicaid system and assignment of a prior authorization number. The Contractor will send the Omnicaid-entered budget with the prior authorization number to the case manager.

5) Existing non-Jackson adult DD waiver ISP/budgets will transition to the Outside Reviewer beginning with ISPs that expire in December 2015. All new allocations will use the OR process beginning November 1, 2015.

**Exhibit A, Scope of Work, Section 2, SEPARATELY REIMBURSABLE SERVICES, section 2.11 HOME AND COMMUNITY-BASED SERVICE WAIVERS, Paragraph F, Sub-paragraph d), Prior Authorization of Adult Nursing Services, Items 2) and 3) are added and read as follows:**

**d) Prior Authorizations of Adult Nursing Services**

2) Beginning November 1, 2015, the Outside Reviewer was established per the Waldrop Settlement Agreement to provide clinical reviews and approve or deny all non-Jackson adult DD waiver ISP and budgets, including adult nursing services.

3) Existing clinical review for non-Jackson adult DD waiver ISP/budgets will transition to the Outside Reviewer beginning with ISPs that expire in December 2015. All new allocations will use the OR process beginning November 1, 2015.

**Exhibit A, Scope of Work, Section 2, SEPARATELY REIMBURSABLE SERVICES, Sub-section 2.19, REHABILITATION SERVICES (OUTPATIENT), Paragraph D is added to read as follows:**

**2.19 REHABILITATION SERVICES (OUTPATIENT)**

D. An eligible recipient less than 21 years of age who is eligible for a home and community based waiver program receives medically necessary rehabilitation services through the Early and Periodic, Screening, Diagnostic and Treatment (EPSDT) rehabilitation services. The Contractor shall approve a twelve (12) month prior authorization period for outpatient rehabilitation therapies when the medical conditions are expected to be of long-term duration and will require ongoing rehabilitative therapy. Maintenance therapy may be approved.

**Exhibit B, Compensation, is restated in its entirety adding ISP/SSP and Budgets – Revisions, and reads as follows:**
<table>
<thead>
<tr>
<th>Utilization Review and Assessment Services</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Authorization Review</td>
<td>Prior authorization for the following Developmental Disabilities Waiver services: adult nursing, therapies, and behavioral support consultation. Prior authorization for service or programs that are exempt from managed care, including physical health and Alternative Benefit Plan and Alternative Benefit Plan Medically Fragile exemption.</td>
<td>$82.00 Per Review</td>
</tr>
<tr>
<td>EMSA Review</td>
<td>Retrospective medical necessity review for Emergency Medical Services for Aliens.</td>
<td>$110.00 Per Review</td>
</tr>
<tr>
<td>Behavioral Health Review</td>
<td>Prior authorization for initial, concurrent and retro review.</td>
<td>$328.00 Annual Per Recipient</td>
</tr>
<tr>
<td></td>
<td>Prior authorization for inpatient psychiatric care.</td>
<td>$125.00 Per Review</td>
</tr>
<tr>
<td>Level of Care Mi Via</td>
<td>Initial and annual ICF/IID level of care determination plus the in-home assessment for Mi Via adults and children requiring ICF/IID level of care.</td>
<td>$650.00 Annual Per Recipient</td>
</tr>
<tr>
<td>Level of Care All Others</td>
<td>Initial and annual ICF/IID level of care determinations for adults and children in the Developmental Disabilities and Medically Fragile home and community-based waiver programs. Initial and annual ICF/IID level of care for recipients receiving long-term care services in an ICF/IID facility. Nursing facility level of care determinations for recipients in the Program of All-Inclusive Care for the Elderly.</td>
<td>$195.00 Annual Per Recipient</td>
</tr>
<tr>
<td>ISP/SSP and Budgets - Initial and Annual</td>
<td>Review and approval of Initial and Annual Individual Service Plans and budgets for Developmental Disabilities Waiver (DDW) and Medically Fragile Waiver (MFW). Review and approval of Service and Support Plans and budgets for Mi Via participants.</td>
<td>$95.00 Per Review</td>
</tr>
<tr>
<td>ISP/SSP and Budgets - Revisions</td>
<td>Review and approval of Individual Service Plans and budget Revisions for DDW and MFW. Review and approval of Service and Support Plans and budget Revisions for Mi Via participants.</td>
<td>$95.00 Per Review</td>
</tr>
</tbody>
</table>

All other articles of PSC 15-630-8000-0013, as amended, and all other provisions of the Scope of Work, remain the same.
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the Parties.

By: ___________________________ Date: ____________
HSD Cabinet Secretary

By: ___________________________ Date: ____________
HSD Chief Financial Officer

By: ___________________________ Date: ____________
HSD General Counsel

By: ___________________________ Date: ____________
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.

ID Number: 03-295345-00-3

By: ___________________________ Date: ____________
Taxation and Revenue Department