STATE OF NEW MEXICO  
HUMAN SERVICES DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 5

This Amendment No. 5 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”.

The purpose of this Amendment is to amend Exhibit A, Amended Scope of Work, for the following:
1. provide clarification regarding legal representation for client fair hearings,
2. add level of care (LOC) reminder notices for all waiver programs,
3. update the behavioral health prior authorization lists to include Applied Behavioral Analysis (ABA) reviews,
4. remove Adaptive Skill Building services,
5. and update the Compensation table with the new behavioral health review rates.

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 FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:

Section 1, Exhibit A, Amended Scope of Work, is hereby amended to read 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).

Exhibit A, Amended Scope of Work, is amended again with the following Sections, Paragraphs, and Subparagraphs, restated, attached hereto and referenced in this Amendment.

1. Section I, Overhead Services Are Not Separately Reimbursable, Paragraph 1.1, Program Administration, Subparagraph V, Hearings; item B;
2. Section I, Overhead Services Are Not Separately Reimbursable, Paragraph 1.1, Program Administration, Subparagraph VII, Recipient and Provider Notices; item D;
3. Section II, Separately Reimbursable Services, Paragraph 2.2, Behavioral Health

Exhibit B, Amended Compensation Rates, is replaced in its entirety, attached hereto and referenced in this Amendment. The Department will allow for a ninety (90) day implementation period for ABA reviews.

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IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the Parties.

By: ________________________________ Date: 8/30/13
HSD Cabinet Secretary

By: ________________________________ Date: 8/27/13
HSD Chief Financial Officer

By: ________________________________ Date: 8/23/13
HSD General Counsel

By: ________________________________ Date: 8-17-13
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

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

By: ________________________________ Date: 8/31/13
Nicole Virgil
Taxation and Revenue Department
Exhibit A
Amended Scope of Work

1. OVERHEAD SERVICES ARE NOT SEPARATELY REIMBURSEABLE

1.1 PROGRAM ADMINISTRATION

V. HEARINGS

B. The Contractor's legal counsel shall be required to represent the Contractor at any administrative hearing only if the recipient is represented by his or her legal counsel. The Contractor's legal counsel is expected to coordinate closely with its TPA/FFS UR Contract Manager and Appeals Manager and with the HSD Contract Manager, and HSD Office of General Counsel when required, regarding the case. Applied Behavior Analysis hearings are covered as Separately Reimbursable Services in Section 2.

VIII. (8) Recipient and Provider Notices is replaced as follows:

D. For the Home and Community-Based Services (HCBS) waivers, the Contractor shall provide notification to the eligible recipient, consultant or case manager, as applicable to the waiver program, of the annual LOC at least 90 days before the LOC expires. If there is no response from the eligible recipient, the Contractor shall also send a final reminder notice to the eligible recipient 45 calendar days before the LOC expires.

2. SEPARATELY REIMBURSABLE SERVICES

2.2 BEHAVIORAL HEALTH

A. The Contractor shall conduct utilization reviews by individuals who meet the MAD professional qualifications and have direct knowledge and experience in HSD Specified Behavioral Health Services:

1. Inpatient Psychiatric Care in a Free Standing Psychiatric Hospital or Psychiatric Units of Acute Care Hospitals

2. Accredited Residential Treatment Center (ARTC)

3. Non-Accredited Residential Treatment Center (RTC) and Group Homes

4. Treatment Foster Care (TFC)

5. Treatment Foster Care (TFC II)

6. Applied Behavior Analysis (ABA) - Stage 3 only
   The NMAC rules for these services are 8.311.2, Hospital Services; 8.321.2,
Specialized Behavioral Health Services; or their respective successors.

B. A provider initiates a review with an HSD designated Behavioral Health prior authorization form along with required supporting documents.

C. The Contractor shall determine if a requested service meets the criteria outlined in the HSD Behavioral Health Level of Care Guidelines. The Contractor shall provide targeted technical assistance to an ABA provider to complete RFI(s) for an ABA prior authorization request.

D. The Contractor shall receive approval from HSD prior to issuing an ABA prior authorization denial.

E. For any ABA reviews that result in a Fair Hearing, the Contractor shall provide testimony for HSD administrative hearings and/or court proceedings concerning protests of actions taken as a result of CONTRACTOR ABA UR decisions. The Contractor shall be prepared to testify either by telephone or in person.

1. The Contractor’s legal counsel shall be required to represent the Contractor at any administrative hearing only if the recipient is represented by his or her legal counsel. The Contractor’s legal counsel is expected to coordinate closely with its TPA UR Contract Manager and Appeals Manager and with the HSD Contract Manager, and HSD Office of General Counsel when required, regarding the case.
## Exhibit B
### Amended Compensation Rates

<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.</td>
<td>$82.00 Per Review</td>
</tr>
<tr>
<td></td>
<td>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></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></td>
<td>Prior authorization for Applied Behavioral Analysis (excluding Fair Hearing)</td>
<td>$453.00 per Review</td>
</tr>
<tr>
<td></td>
<td>Applied Behavioral Analysis Denial - Fair Hearing</td>
<td>$366.00 per Fair Hearing</td>
</tr>
<tr>
<td></td>
<td>Applied Behavioral Analysis Denial - Fair Hearing with legal counsel</td>
<td>$4,591.00 per Fair Hearing</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.</td>
<td>$195.00 Annual Per Recipient</td>
</tr>
<tr>
<td></td>
<td>Initial and annual ICF/IID level of care for recipients receiving long-term care services in an ICF/IID facility.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nursing facility level of care determinations for recipients in the Program of All-Inclusive Care for the Elderly.</td>
<td></td>
</tr>
<tr>
<td>ISP/SSP and Budgets-Initial and Annuals</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, and Exhibits of PSC 15-630-8000-0013, as amended, remain the same.