STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 4

This Amendment No. 4 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 extend the contract term, provide clarification regarding technical/administrative denials, and update the program policy citation for contact lens reviews.

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, 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).

Section 3, Term, is amended to read as follows:

3. Term.
   This Agreement is effective March 1, 2015 and shall terminate December 31, 2018, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of PSC 15-630-8000-0013.

Exhibit A, Scope of Work, has the following sections restated, attached hereto and referenced in this Amendment.

1. Section I, Overhead Services Are Not Separately Reimbursable, Paragraph 1.1, Program Administration, Subparagraph VII, Review timelines; item F;
2. Section I, Overhead Services Are Not Separately Reimbursable, Paragraph 1.3, Provider and Recipient Rights and Protections, Subparagraph 1, Due Process – Denials and Reconsiderations, item B, Technical Denial;
3. Section I, Overhead Services Are Not Separately Reimbursable, Paragraph 1.3, Provider and Recipient Rights and Protections, Subparagraph II, Due Process – Required Notification, Item A; and
4. Section 2, Separately Reimbursable Services, Paragraph 2.4, Contact Lenses, subparagraph B.

All other Articles, Sections and Deliverables of PSC 15-630-8000-0013, as amended, remain unchanged.

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the Parties.

By: _____________________________ Date: 5/10/18
HSD Cabinet Secretary

By: _____________________________ Date: 5/16/18
HSD Chief Financial Officer

By: _____________________________ Date: 5/16/18
HSD General Counsel

By: _____________________________ Date: 5/22/18
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.
Exhibit A

Amended Scope of Work

1. **OVERHEAD SERVICES ARE NOT SEPARATELY REIMBURSABLE**

1.1 PROGRAM ADMINISTRATION

VII. Review Timelines:

F. The Contractor shall issue a RFI to notify the provider 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 (and/or recipient as applicable to the review type) within two (2) days of assignment to a reviewer. The provider shall be notified at least three (3) times to request the additional information. At the first request, the Contractor shall send a written RFI to the provider (and/or recipient) instructing the provider/recipient 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/recipient that failure to return the RFI with all necessary documentation within 21 calendar days may result in a technical denial of the review request.

1.3 PROVIDER AND RECIPIENT RIGHTS AND PROTECTIONS

I. Due Process – Denials and Reconsiderations

B. Technical/Administrative Denial: A technical/administrative denial is defined as a TPS/FFS UR request that is denied for non-clinical reasons. Technical/Administrative denials may result, but are not limited to, when the provider or recipient fails to respond to a Contractor-initiated RFI with the appropriate information in a timely manner, fails to renew the recipient’s annual LOC, or is non-compliant with an in-home assessment.

1. If the information needed to complete the RFI is not provided to the Contractor within 21 calendar days of the issuance of the request, the Contractor may notify the provider or recipient of a technical/administrative denial (8.350.2 NMAC, Reconsideration of Utilization Review Decisions).

II. DUE PROCESS-REQUIRED NOTIFICATION

A. The Contractor shall prepare and send communication of review decisions that include a denial (includes both clinical and technical/administrative denials), termination, suspension, modification or reduction of services (includes initial and reconsideration decisions) to both the provider and recipient in accordance with requirements in 42 CFR 431.210, Fair Hearings for
Applicants and Recipients and NMAC 8.352.2 Administrative Hearings, Claimant Hearings, unless otherwise directed by HSD.

2. SEPARATELY REIMBURSABLE SERVICES

2.4 CONTACT LENSES

B. The policy for these services is in 8.310.2 NMAC, 8.324.5, or its successors. The provider initiates the review with an HSD designated prior authorization form and other supporting documents. The focus for the review is a determination of medical necessity.