

**STATE OF NEW MEXICO  
HUMAN SERVICES DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT**

**AMENDMENT NO. 2**

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 19-630-8000-0021 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as "Department" or "HSD", and **Comagine Health**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to extend the Agreement for calendar year 2020, and amend the Third Party Assessment/Utilization Review (TPA/UR) Contract Scope of Work to modify the monthly reports due date, include new behavioral health reviews, and increase reimbursement 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:**

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

**1. Scope of Work**

Scope of Work. The Contractor shall perform the work as outlined in the Scope of Work, Amended Exhibit A, attached hereto and incorporated herein by reference.

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

**3. Term.**

This Agreement is effective January 1, 2019 and shall terminate December 31, 2020, per section 13-1-98.1 NMSA 1978, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) per NMSA 1978, Section 13-11-98.1.

Exhibit A, Amended Scope of Work, Section 1, OVERHEAD SERVICES ARE NOT SEPARATELY REIMBURSABLE, Section 1.1, Program Administration, IX, Performance Tracking-Reports, Item G, is amended, attached to this amendment and referenced herein.

Exhibit A, Amended Scope of Work, Section 2, SEPARATELY REIMBURSABLE SERVICES, Section 2.2, BEHAVIORAL HEALTH, is amended, attached to this amendment and referenced herein.

Exhibit B, Amended Rate Schedules, is restated in its entirety, adding Behavioral Health reviews and reimbursement rate increases, attached to this amendment and referenced herein.

**All other Articles and Deliverables of PSC 19-630-8000-0021, 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:   
HSD Cabinet Secretary

Date: 12/3/19

By:   
HSD Chief Financial Officer

Date: 12/1/19

By:   
HSD General Counsel

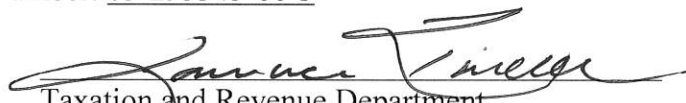
Date: 12/2/19

By:   
Contractor COMAGINE HEALTH

Date: 11/25/2019

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:   
Taxation and Revenue Department

Date: Dec. 5, 2019

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

Section 1, OVERHEAD SERVICES ARE NOT SEPARATELY REIMBURSABLE, Section 1.1, Program Administration, IX, Performance Tracking-Reports, Item G, is amended to read as follows:

G. The Contractor shall submit all reports to HSD, unless indicated otherwise in this PSC according to the schedule below.

DELIVERABLE	DUE DATE
Weekly Report	Thursday of the following week
Monthly Report	15 <sup>th</sup> Calendar Day of the following month
Quarterly Report	30 <sup>th</sup> Calendar Day of the following month
Semi-Annual Report	January 31 and July 31 of the Calendar year
Annual Report	90 Calendar Days after the end of the Calendar year
Ad-Hoc Report	Within 10 business days from the date of the request unless otherwise specified by HSD

Section 2, SEPARATELY REIMBURSABLE SERVICES, Section 2.2, BEHAVIORAL HEALTH is amended to read as follows:

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. Specifically, prior authorization is required for the following Behavioral Health Services:

1. Inpatient Psychiatric Care in Free-Standing Psychiatric Hospitals and Psychiatric Units of Acute Care Hospitals
2. Accredited Residential Treatment Center (ARTC) Services
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

- a. A provider initiates a review with an HSD designated Behavioral

Health prior authorization form along with required supporting documents.

- b. 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.
- c. The Contractor shall receive approval from HSD prior to issuing an ABA prior authorization denial.
- d. 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.
- i. 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.

#### 7. Partial Hospitalization in an Acute Care or Free-Standing Psychiatric Hospital

The NMAC rules for these services are 8.311.2, Hospital Services; 8.321.2, Specialized Behavioral Health Services; or their respective successors.

**EXHIBIT B**  
Amended Rate Schedules

<b>Utilization Review and Assessment Services</b>	<b>Description</b>	<b>Rate</b>
<b>Prior Authorization Review</b>	<p>Prior authorization for the following Developmental Disabilities waiver services: adult nursing, therapies, and behavioral support consultation.</p> <p>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.</p>	<p>\$86.99 Per Review</p>
<b>EMSA Review</b>	Retrospective medical necessity review for Emergency Medical Services for Aliens.	\$ 116.70 Per Review
<b>Behavioral Health Review</b>	Prior authorization for initial, concurrent and retro review.	\$347.98 Annual Per Recipient
	Accredited Residential Treatment Centers (ARTC), Group Homes (GH), Treatment Foster Care (TFC)	
	Prior authorization for inpatient psychiatric care.	\$132.61 Per Review
	Prior authorization for Applied Behavioral Analysis (excluding Fair Hearing)	\$466.59 Per Review
	Applied Behavioral Analysis Denial - Fair Hearing	\$376.98 Per Fair Hearing
	Applied Behavioral Analysis Denial - Fair Hearing <b>with</b> legal counsel	\$4,728.73 Per Fair Hearing
	Prior authorization for Substance Use Disorder (SUD)-Inpatient Psychiatric Care and Residential Treatment reviews*	\$390.37 Per Review*
	Partial Hospitalization for Substance Use Disorder (SUD) reviews*	\$375.95 Per Review*
<b>Level of Care Mi Via</b>	Initial and annual ICF/IID level of care determination <u>plus</u> the in-home assessment for Mi Via adults and children requiring ICF/IID level of care.	\$689.58 Annual Per Recipient

<b>Level of Care All Others</b>	<p>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.</p> <p>Initial and annual ICF/IID level of care for recipients receiving long-term care services in an ICF/IID facility.</p> <p>Nursing facility level of care determinations for recipients in the Program of All-Inclusive Care for the Elderly.</p>	<p>\$206.88 Annual Per Recipient</p>
<b>ISP/SSP and Budgets-Initial and Annals</b>	<p>Review and approval of Initial and Annual Individual Service Plans and budgets for Developmental Disabilities Waiver (DDW) and Medically Fragile Waiver (MFW).</p> <p>Review and approval of Service and Support Plans and budgets for Mi Via participants.</p>	<p>\$100.78Per Review</p>
<b>ISP/SSP and Budgets- Revisions</b>	<p>Review and approval of Individual Service Plans and budget revisions for DDW and MFW.</p> <p>Review and approval of Service and Support Plans and budget revisions for Mi Via Participants</p>	<p>\$100.78 Per Review</p>

\*If after the first two (2) months following the execution of Amendment #2, BH-SUD prior authorizations experience a denial rate equal to or greater than 25% for any two (2) consecutive months, HSD and Comagine Health will reopen rate negotiations. Likewise, if after the first two (2) months following the execution of Amendment #2, BH-SUD prior authorizations experience a denial rate less than 15% for any two (2) consecutive months, HSD and Comagine Health will reopen rate negotiations.