



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

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<p>Invoice: As Requested</p> <p>For questions regarding this contract please contact: Andrew Romero (505) 476-7364</p>

Number: 50-630-14-27039

Amendment No.: Ten

Term: July 1, 2015 – June 30, 2023

Procurement Specialist: Theresa Mendibles

Telephone No.: 505-795-1894

Email: theresa.mendibles@state.nm.us

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Title: Aspen Maintenance and Operations Information Training

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$18,875,203.78 from \$161,249,548.53 to \$176,687,004.70.
- Add language to the Scope of Work purpose to describe Performance Work Statement (PWS) process for Deliverables 52 through 63.
- Amend Deliverable 33 to enhance ASPEN functionality related to COVID-19 waiver modifications to increase maximum compensation by \$1,425,000.00 from \$400,000.00 to \$1,825,000.00 and change due date to 06/30/2023.
- Amend Deliverable 37 to enhance ASPEN functionality related to implementation of electronic notices to change the due date to 12/31/2022.
- Add Deliverable 52 to enhance ASPEN functionality related to the Maintenance and Operations (M&O) of WorkPath for SFY2022; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,008,208.50.
- Add Deliverable 53 to enhance ASPEN functionality related to the Temporary Assistance for Needy Families (TANF) COVID payments; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$273,750.00.

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- Add Deliverable 54 to enhance ASPEN functionality related to the Low-Income Home Energy Assistance Program (LIHEAP) supplements; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.
- Add Deliverable 55 to add a scrum team dedicated to working Change Requests for Medicaid; work shall be identified and managed through a PWS process. Total Compensation for this deliverable shall not exceed \$4,000,000.00.
- Add Deliverable 56 to enhance ASPEN functionality related to APPRISS related to Supplement Nutritional Assistance Program (SNAP); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$398,761.04.
- Add Deliverable 57 to enhance ASPEN functionality related to the development of Statewide Queues; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$3,134,208.08.
- Add Deliverable 58 to enhance ASPEN functionality related to the earned income screens; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,958,880.05.
- Add Deliverable 59 to enhance ASPEN functionality related to countability of earned and unearned income types for the different categories of eligibility; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$3,134,208.08.
- Add Deliverable 60 to enhance ASPEN functionality related to known and verified reported changes; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,175,328.03.
- Add Deliverable 61 to enhance ASPEN functionality related to Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP) for the school year of 2021-2022; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.
- Add Deliverable 62 to enhance ASPEN functionality related to TANF Support Services issuances with gas card funds; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$182,500.00.
- Add Deliverable 63 to enhance ASPEN functionality related to implementing the Queue Management System in Child Support Enforcement Division (CSED) offices. Work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$724,360.00.

Please see Amendment No. 10 for full details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

State of New Mexico

HUMAN SERVICES DEPARTMENT
Information Technology Agreement
Contract No. 50-630-14-27039
Amendment No. 10

THIS AMENDMENT is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as “Procuring Agency,” and **Deloitte Consulting LLP**, hereinafter referred to as the “Contractor.”

The purpose of this Amendment is to:

- 1) Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$18,875,203.78 from \$176,687,004.70 to \$195,562,208.48.
- 2) Add language to the Scope of Work purpose to describe Performance Work Statement (PWS) process for Deliverables 52 through 63.
- 3) Amend Deliverable 33 to enhance ASPEN functionality related to COVID-19 waiver modifications to increase maximum compensation by \$1,425,000.00 from \$400,000.00 to \$1,825,000.00 and change due date to 06/30/2023.
- 4) Amend Deliverable 37 to enhance ASPEN functionality related to implementation of electronic notices to change the due date to 12/31/2022.
- 5) Add Deliverable 52 to enhance ASPEN functionality related to the Maintenance and Operations (M&O) of WorkPath for SFY2022; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,008,208.50.
- 6) Add Deliverable 53 to enhance ASPEN functionality related to the Temporary Assistance for Needy Families (TANF) COVID payments; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$273,750.00.
- 7) Add Deliverable 54 to enhance ASPEN functionality related to the Low-Income Home Energy Assistance Program (LIHEAP) supplements; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.
- 8) Add Deliverable 55 to add a scrum team dedicated to working Change Requests for Medicaid; work shall be identified and managed through a PWS process. Total Compensation for this deliverable shall not exceed \$4,000,000.00.

- 9) Add Deliverable 56 to enhance ASPEN functionality related to APPRISS related to Supplement Nutritional Assistance Program (SNAP); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$398,761.04.
- 10) Add Deliverable 57 to enhance ASPEN functionality related to the development of Statewide Queues; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$3,134,208.08.
- 11) Add Deliverable 58 to enhance ASPEN functionality related to the earned income screens; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,958,880.05.
- 12) Add Deliverable 59 to enhance ASPEN functionality related to countability of earned and unearned income types for the different categories of eligibility; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$3,134,208.08.
- 13) Add Deliverable 60 to enhance ASPEN functionality related to known and verified reported changes; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,175,328.03.
- 14) Add Deliverable 61 to enhance ASPEN functionality related to Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP) for the school year of 2021-2022; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.
- 15) Add Deliverable 62 to enhance ASPEN functionality related to TANF Support Services issuances with gas card funds; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$182,500.00.
- 16) Add Deliverable 63 to enhance ASPEN functionality related to implementing the Queue Management System in Child Support Enforcement Division (CSED) offices. Work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$724,360.00.

UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISION OF THE ABOVE REFERENCED AREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

ARTICLE 3 - COMPENSATION

- B. Payment.** The total compensation under this Agreement shall not exceed one hundred ninety five million five hundred sixty-two thousand, two hundred eight dollars and forty eight cents (\$195,562,208.48) including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date **WILL NOT BE PAID**.

1. Exhibit A – Scope of Work

Work with deliverable 52 through 60 shall be managed using PWSs and processes. For each deliverable, the Contractor and the Procuring Agency agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff type, rate by staff type, total price)
- G. Completion Criteria

The Contractor shall review each PWS with the Procuring Agency, revise if necessary, and both the Procuring Agency and the Contractor shall sign each PWS before work begins. Each PWS task shall be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice the Procuring Agency for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor cost meet or exceed their proposed budget for the work)

Deliverable 33 – PWS COVID-19 Waiver Modifications

Deliverable Name PWS COVID-19 Waiver Modifications	Due Date June 30, 2023	Compensation Total Compensation not to exceed \$1,825,000.00 including GRT.
Task Item	Sub Tasks	Description
COVID-19 Waiver Modifications	Professional or General Services	<p>ASPEN will require implementation of new or modified functionality to support the modification or elimination of waivers implemented due to the COVID-19 public health emergency.</p> <p>The Contractor shall recommend, taking into consideration the Procuring Agency's input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor will provide professional or general services, as required, to support various program or Information Technology (IT) related project or technical tasks in support of the scope of this agreement or of the Procuring Agency's goals related to its public assistance service programs.</p>

		<p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>
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Deliverable 37 – PWS Implementation of Electronic Notices

<p><u>Deliverable Name</u> PWS Implementation of Electronic Notices</p>	<p><u>Due Date</u> December 31, 2022</p>	<p><u>Compensation</u> Total Compensation not to exceed \$774,819.00 including GRT.</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>Implementation of Electronic Notices</p>	<p>Professional or General Services</p>	<p>The Contractor shall work with the Procuring Agency to implement new or modified functionality to support electronic notices (e-notices), via an online portal.</p> <p>The Contractor shall work with the Procuring Agency on these deliverables to help the agency meet its goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide valuable and relevant input with available funding.</p> <p>The Contractor will provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p>

		<p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>
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Deliverable 52 – PWS – M&O of Workpath for SFY2022

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS M&O of Workpath	No later than June 30, 2022	Total Compensation not to exceed \$1,008,208.50, including NM GRT
Task Item	Sub Tasks	Description
M&O of Workpath	Professional or General Services	<p>ASPEN shall require support for the maintenance and operations of Workpath.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and</p>

		shall provide experienced staff to execute services as approved and defined in the corresponding PWS.
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Deliverable 53 – PWS – TANF COVID Payment

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS TANF COVID Payment	No later than June 30, 2022	Total Compensation not to exceed \$273,750.00, including NM GRT
Task Item	Sub Tasks	Description
TANF COVID Payment	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support TANF COVID payments.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 54 – PWS – LIHEAP Supplements

<u>Deliverable Name</u> PWS LIHEAP Supplements	<u>Due Date</u> No later than June 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$730,000.00 including NM GRT
Task Item	Sub Tasks	Description
LIHEAP Supplements	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the LIHEAP Supplements.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 55 – PWS –Dedicated Scrum Team for Medicaid Change Requests

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS - Dedicated Scrum Team for Medicaid Change Requests	No later than June 30, 2023	Total Compensation not to exceed \$4,000,000.00, including NM GRT
Task Item	Sub Tasks	Description
Medicaid Dedicated Team	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the Medicaid Program.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 56 – PWS – APPRISS Changes Related to SNAP

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS APPRISS Changes Related to SNAP	No later than September 30, 2022	Total Compensation not to exceed \$398,761.04, including NM GRT
Task Item	Sub Tasks	Description
APPRISS changes related to SNAP	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the APPRISS changes related to SNAP.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 57 – PWS – Statewide Queues

<u>Deliverable Name</u> PWS Statewide Queues	<u>Due Date</u> No later than September 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$3,134,208.08, including NM GRT
Task Item	Sub Tasks	Description
Statewide Queues	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the implementation of Statewide Queues.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 58 – PWS – Earned Income Screens

<u>Deliverable Name</u> PWS Earned Income Screens	<u>Due Date</u> No later than September 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$1,958,880.05 including NM GRT
Task Item	Sub Tasks	Description
Earned Income Screens	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to improve the earned income screens and/or other complex screens and functions.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 59 – Countability of Earned (COE) Input on Earned and Unearned Income Screens

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS COE Input On Earned and Unearned Income Screens	No later than September 30, 2022	Total Compensation not to exceed \$3,134,208.08, including NM GRT
Task Item	Sub Tasks	Description
COE input on earned and unearned income screens	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the changes related to countability of earned and unearned income types for the different categories of eligibility.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 60 – PWS – Known and Verified Changes

<u>Deliverable Name</u> PWS Known and Verified Changes	<u>Due Date</u> No later than September 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$1,175,328.08, including NM GRT
Task Item	Sub Tasks	Description
Known and Verified changes	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the changes related to known and verified changes.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 61 – PWS- Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP) for the school year of 2021-2022

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS - P-EBT SNAP for the School Year of 2021-2022	No later than September 30, 2022	Total Compensation not to exceed \$730,000.00, including NM GRT
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP) for the school year of 2021-2022	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to P-EBT SNAP for School Year 2021-2022</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the</p>

		corresponding PWS.
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Deliverable 62 – PWS – Temporary Assistance for Needy Families (TANF) Support Services Issuances With Gas Card Funds

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS TANF Support Services Issuances With Gas Card Funds	No later than September 30, 2022	Total Compensation not to exceed \$182,500.00, including NM GRT
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Temporary Assistance for Needy Families (TANF) Support Services Issuances With Gas Card Funds	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the changes related to TANF Support Services issuances with gas card funds</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the</p>

		Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.
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Deliverable 63 – PWS – Queue Management System (QMS) for Child Support Enforcement Division (CSED)

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
QMS for CSED	No later than June 30, 2023	Total Compensation not to exceed \$724,360.00, including NM GRT
Task Item	Sub Tasks	Description
Queue Management System (QMS) for Child Support Enforcement Division (CSED)	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the changes related to implementing the Queue Management System in Child Support Enforcement Division (CSED) offices.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be</p>

		<p>prioritized based upon mutually agreed scope of work, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>
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All other Articles, Terms, Conditions, and deliverable of the original contract, and all subsequent Amendments, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: David Scrase Date: 5/17/2022
David R. Scrase, M.D., Cabinet Secretary
New Mexico Human Services Department

By: Mike Phelan Date: 5/12/2022
Mike Phelan, Principal,
Deloitte Consulting LLP

By: Danny Sandoval Date: 5/13/2022
Danny Sandoval, Chief Financial Officer
New Mexico Human Services Department

By: Sean Pearson Date: 5/13/2022
Sean Pearson, Chief Information Officer
New Mexico Human Services Department

Approved for legal sufficiency:

By: [Signature] Date: 5/13/2022
Paul Ritzma, General Counsel
New Mexico Human Services Department

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 03-011368-00-7

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

By: Ann Marie Lucero Date: 5/13/2022
Taxation & Revenue Department

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By:  _____ Date: 5/13/2022
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 5/17/2022
Purchasing Agent
State of New Mexico

This Amendment has been signed on behalf of the State Purchasing Agent.


Certificate Of Completion

Envelope Id: A427E135E4DD4A3DA10C47395DB6C49B	Status: Completed
Subject: Please DocuSign: 50-63000-14-27039 A010.docx	
Source Envelope:	
Document Pages: 22	Signatures: 8
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Theresa Mendibles
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Theresa.Mendibles@state.nm.us
	IP Address: 97.123.180.122


Record Tracking

Status: Original	Holder: Theresa Mendibles	Location: DocuSign
5/10/2022 2:41:33 PM	Theresa.Mendibles@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Travis Dutton- Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to travis.dutton-leyda@state.nm.us Using IP Address: 164.64.62.10	Sent: 5/10/2022 3:39:55 PM Viewed: 5/12/2022 1:18:55 PM Signed: 5/12/2022 1:20:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Theresa Mendibles theresa.mendibles@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to theresa.mendibles@state.nm.us Using IP Address: 164.64.62.10	Sent: 5/12/2022 1:20:31 PM Viewed: 5/12/2022 2:58:09 PM Signed: 5/12/2022 3:00:11 PM
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Mike Phelan miphelan@deloitte.com Principal Deloitte Consulting LLP Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to miphelan@deloitte.com Using IP Address: 163.116.147.39	Sent: 5/12/2022 3:00:13 PM Viewed: 5/12/2022 3:43:33 PM Signed: 5/12/2022 5:08:19 PM
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ID: cd55d082-3b5d-41ba-b2f5-088018b811ff

Signer Events	Signature	Timestamp
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Ann Marie Lucero
AnnMarie.Lucero@state.nm.us
Tax Examiner Supervisor
State of New Mexico, Dept of Information
Technology
Signing Group: 33300 - CRS Verification
Security Level: Email, Account Authentication
(None)

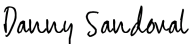


Signature Adoption: Pre-selected Style
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AnnMarie.Lucero@state.nm.us
Using IP Address: 164.64.133.193

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Signed: 5/13/2022 10:11:02 AM

Electronic Record and Signature Disclosure:
Accepted: 6/2/2020 2:28:54 PM
ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Danny Sandoval
danny.sandoval@state.nm.us
ASD Director/CGO
State of New Mexico, Dept of Information
Technology
Security Level: Email, Account Authentication
(None)




Signature Adoption: Pre-selected Style
Signed by link sent to danny.sandoval@state.nm.us
Using IP Address: 164.64.236.225

Sent: 5/13/2022 10:11:05 AM
Viewed: 5/13/2022 10:16:04 AM
Signed: 5/13/2022 10:16:17 AM

Electronic Record and Signature Disclosure:
Accepted: 1/4/2021 12:19:11 PM
ID: 4cfef218-22a2-47e5-bc0b-43cfc04f28b9

Sean Pearson
sean.pearson@state.nm.us
Chief Information Officer
New Mexico Human Services Department
Security Level: Email, Account Authentication
(None)




Signature Adoption: Pre-selected Style
Signed by link sent to sean.pearson@state.nm.us
Using IP Address: 174.205.161.65
Signed using mobile

Sent: 5/13/2022 10:16:20 AM
Viewed: 5/13/2022 10:19:58 AM
Signed: 5/13/2022 10:20:13 AM

Electronic Record and Signature Disclosure:
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John Emery
JohnR.Emery@state.nm.us
State of New Mexico, Dept of Information
Technology
Signing Group: 63000 - General Counsel
Security Level: Email, Account Authentication
(None)




Signature Adoption: Drawn on Device
Signed by link sent to JohnR.Emery@state.nm.us
Using IP Address: 164.64.236.225

Sent: 5/13/2022 10:20:17 AM
Viewed: 5/13/2022 11:15:52 AM
Signed: 5/13/2022 11:18:26 AM

Electronic Record and Signature Disclosure:
Accepted: 9/29/2020 11:37:52 AM
ID: 5ef04f2e-e3e8-4ad7-9305-df252380c92b

Raja Sambandam
raja.sambandam@state.nm.us
Acting Cabinet Secretary and State CIO
State of New Mexico
Signing Group: 36100 - Cabinet Secretary
Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Signed by link sent to raja.sambandam@state.nm.us
Using IP Address: 73.127.130.137

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Viewed: 5/13/2022 12:10:12 PM
Signed: 5/13/2022 12:10:59 PM

Electronic Record and Signature Disclosure:
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ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79

Signer Events	Signature	Timestamp
<p>David Scrase David.Scrase@state.nm.us Secretary State of New Mexico, Dept of Information Technology Signing Group: 63000 - Cabinet Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/14/2020 8:23:58 AM ID: 0aaa81d3-8e9b-4b1c-97eb-d8d0f7a3150a</p>	<p><i>David Scrase</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to David.Scrase@state.nm.us Using IP Address: 73.26.101.133</p>	<p>Sent: 5/13/2022 12:11:03 PM Viewed: 5/17/2022 9:02:52 AM Signed: 5/17/2022 9:03:01 AM</p>
<p>Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff</p>	<p><i>Valerie Paulk</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 164.64.62.10</p>	<p>Sent: 5/17/2022 9:03:05 AM Viewed: 5/17/2022 9:04:59 AM Signed: 5/17/2022 9:05:41 AM</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Completed	Security Checked	5/17/2022 9:05:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

<p>Awarded Vendor: 0000006483 Deloitte Consulting, LLC 150 Washington Avenue, Suite 300 Santa Fe, NM 87501</p> <p>Email: miphelan@deloitte.com Telephone No. (505) 989-9790/(214) 840-1890</p>
<p>Ship To: New Mexico Human Services Department 1301 Siler Road, Building B&C Santa Fe, NM 87501</p>
<p>Invoice: As Requested</p> <p>For questions regarding this contract please contact: Andrew Romero (505) 476-7364</p>

Number: 50-630-14-27039

Amendment No.: Nine

Term: July 1, 2015 – June 30, 2023

Procurement Specialist: Theresa Mendibles *tm*

Telephone No.: 505-795-1894

Email: theresa.mendibles@state.nm.us

Title: Aspen Maintenance and Operations Information Training

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$15,437,456.17 from \$161,249,548.53 to \$176,687,004.70.
- Amend ARTICLE 25, AMENDMENT, item 2 to update the option to move deliverable due dates without amendment if within the term of the agreement.
- Amend ARTICLE 29, NOTICES to update the Procuring Agency Contact from Sean Curry, Deputy Chief Information Office (CIO) to Lorrina Rivera, ASPEN IT Owner.
- Amend Deliverable 27 Performance Work Statement (PWS) Automated System Program and Eligibility Network (ASPEN) 2.0 to increase maximum compensation by \$924,479.49 from \$5,823,767.83 to \$6,748,247.32 and to change the Due Date to June 30, 2022
- Amend Deliverable 29 PWS Federal, State, and HSD Program & Policy Enhancements to change the Due Date to June 30, 2022.
- Amend Deliverable 35 PWS Indian Managed Care Entity (IMCE) to change the Due Date to June 30, 2023.
- Add language to the Scope of Work purpose to describe PWS process for Deliverables 39 through 51.

JJG

- **Add Deliverable 39 to enhance ASPEN functionality related to Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,372,500.00.**
- **Add Deliverable 40 to enhance ASPEN functionality related to the State Supplement of SNAP changes of 15%; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$547,500.00.**
- **Add Deliverable 41 to enhance ASPEN functionality related to the implementation of APPRISS Application Programming Interface; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,733,750.00.**
- **Add Deliverable 42 to enhance ASPEN functionality related to the Maintenance & Operation (M&O) of the Queue Management Solution (QMS); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,136,772.00.**
- **Add Deliverable 43 allow the ASPEN team to provide subject matter expertise to the HHS2020 project; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.**
- **Add Deliverable 44 to enhance ASPEN functionality related to the Water Assistance Program; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$912,500.00.**
- **Add Deliverable 45 to enhance ASPEN functionality related to American Public Human Services Association (APHSA) Grant for Women, Infants, and Children (WIC) Integration; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$250,000.**
- **Add Deliverable 46 to enhance ASPEN functionality related to the Health Insurance Exchange (HIX) Hypercare; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$367,707.60.**
- **Add Deliverable 47 to enhance ASPEN functionality related to the Supplemental Nutrition Assistance Program (SNAP) Enhancements of Workpath; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,113,154.31.**
- **Add Deliverable 48 to enhance ASPEN functionality related to General Eligibility System Modifications; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,000,000.00.**
- **Add Deliverable 49 to enhance ASPEN functionality related to ASPEN Impacts M&O; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$228,482.15.**
- **Add Deliverable 50 to enhance ASPEN functionality related to the Enhancement of ASPEN Impacts; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$438,898.61.**
- **Add Deliverable 51 to enhance ASPEN functionality related to policy and program updates for FFY21; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,681,712.01.**

Please see Amendment No. 9 for full details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

State of New Mexico

HUMAN SERVICES DEPARTMENT

Information Technology Agreement

Contract No. 50-630-14-27039

Amendment No. 9

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as “Procuring Agency,” and **Deloitte Consulting LLP**, hereinafter referred to as the “Contractor.”

The purpose of this Amendment is to:

- 1) Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$15,437,456.17 from \$161,249,548.53 to \$176,687,004.70
- 2) Amend ARTICLE 25, AMENDMENT, item 2 to update the option to move deliverable due dates without amendment if within the term of the agreement.
- 3) Amend ARTICLE 29, NOTICES to update the Procuring Agency Contact from Sean Curry, Deputy Chief Information Office (CIO) to Lorrina Rivera, ASPEN IT Owner.
- 4) Amend Deliverable 27 Performance Work Statement (PWS) Automated System Program and Eligibility Network (ASPEN) 2.0 to increase maximum compensation by \$924,479.49 from \$5,823,767.83 to \$6,748,247.32 and to change the Due Date to June 30, 2022
- 5) Amend Deliverable 29 PWS Federal, State, and HSD Program & Policy Enhancements to change the Due Date to June 30, 2022.
- 6) Amend Deliverable 35 PWS Indian Managed Care Entity (IMCE) to change the Due Date to June 30, 2023.
- 7) Add language to the Scope of Work purpose to describe PWS process for Deliverables 39 through 51.
- 8) Add Deliverable 39 to enhance ASPEN functionality related to Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,372,500.00.
- 9) Add Deliverable 40 to enhance ASPEN functionality related to the State Supplement of SNAP changes of 15%; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$547,500.00.

- 10) Add Deliverable 41 to enhance ASPEN functionality related to the implementation of APPRISS Application Programming Interface; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,733,750.00.
- 11) Add Deliverable 42 to enhance ASPEN functionality related to the Maintenance & Operation (M&O) of the Queue Management Solution (QMS); work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,136,772.00.
- 12) Add Deliverable 43 allow the ASPEN team to provide subject matter expertise to the HHS2020 project; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$730,000.00.
- 13) Add Deliverable 44 to enhance ASPEN functionality related to the Water Assistance Program; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$912,500.00.
- 14) Add Deliverable 45 to enhance ASPEN functionality related to American Public Human Services Association (APHSA) Grant for Women, Infants, and Children (WIC) Integration; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$250,000.
- 15) Add Deliverable 46 to enhance ASPEN functionality related to the Health Insurance Exchange (HIX) Hypercare; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$367,707.60.
- 16) Add Deliverable 47 to enhance ASPEN functionality related to the Supplemental Nutrition Assistance Program (SNAP) Enhancements of Workpath; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,113,154.31.
- 17) Add Deliverable 48 to enhance ASPEN functionality related to General Eligibility System Modifications; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,000,000.00.
- 18) Add Deliverable 49 to enhance ASPEN functionality related to ASPEN Impacts M&O; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$228,482.15.
- 19) Add Deliverable 50 to enhance ASPEN functionality related to the Enhancement of ASPEN Impacts; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$438,898.61.
- 20) Add Deliverable 51 to enhance ASPEN functionality related to policy and program updates for FFY21; work shall be identified and managed through a PWS process. Total Compensation for this deliverable is \$2,681,712.01.

UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISION OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions

a. ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment shall be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

b. ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Lorrina Rivera
IT ASPEN Owner
1301 Siler Road Suite B/C
Santa Fe, New Mexico 87507
Lorrina.Rivera@state.nm.us

For CONTRACTOR

Deloitte Consulting LLP
Attn: Michael Phelan, Principal
150 Washington Avenue, Suite 300
Santa Fe, NM 87501
214.840.1890
miphelan@deloitte.com

Any change to the Notice individual or the address, shall be effective only in writing.

2. Exhibit A – Scope of Work

Work with deliverable 35 through 50 shall be managed using PWSs and processes. For each deliverable, the Contractor and the Procuring Agency agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff type, rate by staff type, total price)
- G. Completion Criteria

The Contractor shall review each PWS with the Procuring Agency, revise if necessary, and both the Procuring Agency and the Contractor shall sign each PWS before work begins. Each PWS task shall be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice the Procuring Agency for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor cost meet or exceed their proposed budget for the work)

Deliverable 27 – PWS – ASPEN 2.0

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS ASPEN 2.0	No later than June 30, 2022	Total Compensation not to exceed \$6,748,247.32, including NM GRT

Task Item	Sub Tasks	Description
ASPEN 2.0	Professional or General Services	<p>The Contractor shall provide professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of the Procuring Agency's goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>
	Innovation Assets	<p>Two innovation assets per 12-month cycle can be selected by the Procuring Agency to further ASPEN 2.0 strategic business and technology modernization activities. The innovation asset accelerates implementation activities and is modified and implemented via the Software Development Life Cycle (SDLC) for ASPEN. The assets are selected by the ASPEN IT Project Manager with input from the Procuring Agency. The assets are Contractor developed, delivered as Java, web or data framework components, tooling, design assets and templates, reporting templates, infrastructure accelerator or a minimum viable product to be extended during a sprint.</p> <p>The Contractor shall document, and Procuring Agency shall approve, a description of the innovation asset to be used when the PWS is defined. Any additional software required shall be procured by Procuring Agency.</p>

Deliverable 29 – Performance Work Statement Deliverables (PWS) – Federal, State and HSD Program & Policy Enhancements

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	No later than June 30, 2022	Effective upon approval by SPD beginning July 1, 2020, not to Exceed \$1,742,199.00. Inclusive of NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables	Professional or General Services	<p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 35 – PWS – Indian Managed Care Entity (IMCE)

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS IMCE	No later than June 30, 2023	Total Compensation not to exceed \$1,500,000.00 including NM GRT

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Indian Managed Care Entity	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the IMCE Medicaid managed care program.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the</p>

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Contractor to provide the highest value and most relevant input with available funding.

Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.

The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 39 – PWS – Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP)

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS P-EBT	No later than June 30, 2022	Total Compensation not to exceed \$2,372,500.00, including NM GRT

Task Item	Sub Tasks	Description
Pandemic Electronic Benefits Transfer (P-EBT) of Supplemental Nutrition Assistance Program (SNAP)	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support P-EBT.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p>

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Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.

The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 40 – PWS – State Supplement of SNAP changes of 15%

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS State Supplement of SNAP	No later than June 30, 2022	Total Compensation not to exceed \$547,500.00, including NM GRT

Task Item	Sub Tasks	Description
State Supplement of SNAP changes of 15%	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the State supplement of SNAP.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or</p>

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technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.

The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 41 – PWS – APPRISS Incarceration Verification integration

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS APPRISS	No later than June 30, 2022	Total Compensation not to exceed \$1,733,750.00, including NM GRT

Task Item	Sub Tasks	Description
APPRISS	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the implementation of APPRISS Incarceration Verification integration.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p>

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The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 42 – PWS – Maintenance & Operations (M&O) of Queue Management System (QMS)

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS M&O QMS	No later than June 30, 2022	Total Compensation not to exceed \$1,136,772.00 including NM GRT

Task Item	Sub Tasks	Description
Maintenance & Operations of Queue Management Solutions	Professional or General Services	<p>ASPEN shall require support for the maintenance and operations of Queue Management Solutions.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work</p>

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shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 43 – PWS – ASPEN team to provide subject matter expertise to the HHS2020 project

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS SME	No later than June 30, 2022	Total Compensation not to exceed \$730,000.00, including NM GRT

Task Item	Sub Tasks	Description
ASPEN team to provide subject matter expertise to the HHS2020 project	Professional or General Services	<p>ASPEN shall require support for the migration of data from ASPEN to the HHS2020 modules and sharing of technical and process information with HHS2020 stakeholders.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and</p>

available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 44 – PWS – Water Assistance Program

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Water Assistance Program	No later than June 30, 2022	Total Compensation not to exceed \$912,500.00, including NM GRT

Task Item	Sub Tasks	Description
Water Assistance Program	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the Water Assistance Program.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p>

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 45 – PWS – American Public Human Services Association (APHS) Grant for Women, Infant, and Children (WIC) Integration

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS APSHA Grant for WIC Integration	No later than June 30, 2022	Total Compensation not to exceed \$250,000.00, including NM GRT

Task Item	Sub Tasks	Description
American Public Human Services Association (APHS) Grant for Women, Infant, and Children (WIC) Integration	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the APHS Grant (WIC) Integration.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 46 – PWS – Health Insurance Exchange (HIX) Hypercare

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS HIX Hypercare	No later than December 31, 2021	Total Compensation not to exceed \$367,707.60, including NM GRT

Task Item	Sub Tasks	Description
Health Insurance Exchange Hypercare	Professional or General Services	<p>ASPEN shall require support for the Health Insurance Exchange Hypercare period (October 1st 2021 – December 31st 2021)</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 47 – PWS – Enhancement of WorkPath for SNAP

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Enhancement of WorkPath	No later than June 30, 2022	Total Compensation not to exceed \$1,113,154.31, including NM GRT

Task Item	Sub Tasks	Description
Enhancement of WorkPath	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the enhancement of WorkPath related to SNAP.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 48 – PWS – General Eligibility System Modifications

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS General Eligibility	No later than June 30,	Total Compensation not to exceed \$2,000,000.00,

System Modifications	2023	including NM GRT
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Task Item	Sub Tasks	Description
General Eligibility System Modifications	Professional or General Services	<p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.</p> <p>As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.</p>

Deliverable 49 – PWS – Maintenance & Operations (M&O) of ASPEN Impacts

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS M&O of ASPEN Impacts	No later than June 30, 2022	Total Compensation not to exceed \$228,482.15, including NM GRT

Task Item	Sub Tasks	Description
Maintenance & Operations of ASPEN Impacts	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the maintenance and operations of ASPEN Impacts.</p> <p>The Contractor shall recommend for Procuring Agency's consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or</p>

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technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.

The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 50 – PWS – Enhancement of ASPEN Impacts

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Enhancement ASPEN Impacts	No later than June 30, 2022	Total Compensation not to exceed \$438,898.61, including NM GRT

Task Item	Sub Tasks	Description
Enhancement of ASPEN Impacts	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support the enhancement of ASPEN Impacts.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p>

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The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

Deliverable 51 – PWS – Policy and Program updated for FFY21

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Policy and Program Updates for FFY21	No later than June 30, 2022	Total Compensation not to exceed \$2,681,712.01, including NM GRT

Task Item	Sub Tasks	Description
Policy and Program Updates for FFY21	Professional or General Services	<p>ASPEN shall require implementation of new or modified functionality to support policy and program updates for FFY21.</p> <p>The Contractor shall recommend for Procuring Agency’s consideration, while taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Order authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional and general services, as required, to support various program of IT related projects or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency shall identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work shall be scheduled based upon business requirements, available resources, and</p>

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available development hours.

As prioritized and directed by the Procuring Agency, the Contractor shall design, develop, and implement solution(s) and shall provide experienced staff to execute services as approved and defined in the corresponding PWS.

All other Articles, Terms, Conditions, and deliverable of the original contract, and all subsequent Amendments, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: David R. Scrase, M.D.
David R. Scrase, M.D., Cabinet Secretary
New Mexico Human Services Department

Date: 7/30/2021

By: Mike Phelan
Mike Phelan, Principal,
Deloitte Consulting LLP

Date: 7/22/2021

By: Danny Sandoval
Danny Sandoval, Chief Financial Officer
New Mexico Human Services Department

Date: 7/22/2021

By: Sean Pearson
Sean Pearson, Chief Information Officer
New Mexico Human Services Department

Date: 7/22/2021

Approved for legal sufficiency:

By: [Signature]
Paul Ritzma, General Counsel
New Mexico Human Services Department

Date: 7/29/2021

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 03-011368-00-7

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

By: Ann Marie Lucero
Taxation & Revenue Department

Date: 7/22/2021

Approved for compliance with the Department of Information Technology Act, Chapter 9,
Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the
Governor of the State of New Mexico.

By: John Salazar Date: 7/29/2021
John Salazar, Cabinet Secretary and State Chief Information Officer
Department of Information Technology
This Agreement has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 7/30/2021
Purchasing Agent
State of New Mexico

This Contract was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: 0347D1A8F7D545128A0D39888277DBC	Status: Completed
Subject: Please Electronically Sign: 50-63000-14-27039 A009	
Source Envelope:	
Document Pages: 23	Signatures: 8
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Theresa Mendibles
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Theresa.Mendibles@state.nm.us
	IP Address: 97.123.172.55


Record Tracking

Status: Original	Holder: Theresa Mendibles	Location: DocuSign
7/21/2021 3:17:08 PM	Theresa.Mendibles@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
<p>Travis Dutton- Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Sent: 7/21/2021 4:03:21 PM Viewed: 7/21/2021 4:10:42 PM Signed: 7/21/2021 4:10:50 PM</p>

<p>Mike Phelan miphelan@deloitte.com Principal Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/21/2021 4:12:11 PM ID: 562dde5b-5001-4012-b235-b729219ae3f7</p>	<p></p> <p>Sent: 7/21/2021 4:10:52 PM Viewed: 7/21/2021 4:12:11 PM Signed: 7/22/2021 10:35:37 AM</p>
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<p>Ann Marie Lucero AnnMarie.Lucero@state.nm.us Tax Examiner Supervisor State of New Mexico, Dept of Information Technology Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910</p>	<p></p> <p>Sent: 7/22/2021 10:35:40 AM Viewed: 7/22/2021 12:08:27 PM Signed: 7/22/2021 12:08:35 PM</p>
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<p>Danny Sandoval danny.sandoval@state.nm.us ASD Director/CGO State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p></p> <p>Sent: 7/22/2021 12:08:37 PM Viewed: 7/22/2021 12:25:44 PM Signed: 7/22/2021 1:15:04 PM</p>
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Signer Events	Signature	Timestamp
<p>Accepted: 1/4/2021 12:19:11 PM ID: 4cfef218-22a2-47e5-bc0b-43cfc04f28b9</p> <p>Sean Pearson sean.pearson@state.nm.us Chief Information Officer New Mexico Human Services Department Security Level: Email, Account Authentication (None)</p>	<p><i>Sean Pearson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.84.147.166</p>	<p>Sent: 7/22/2021 1:15:07 PM Viewed: 7/22/2021 1:19:26 PM Signed: 7/22/2021 1:20:06 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 5/12/2021 2:22:35 PM ID: 30a26548-ecfb-4f01-8bc4-5a582dd82a2d</p>		
<p>John Emery JohnR.Emery@state.nm.us State of New Mexico, Dept of Information Technology Signing Group: 63000 - General Counsel Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Drawn on Device Using IP Address: 164.64.229.226</p>	<p>Sent: 7/22/2021 1:20:08 PM Resent: 7/27/2021 12:15:07 PM Resent: 7/28/2021 5:25:38 PM Viewed: 7/29/2021 2:36:01 PM Signed: 7/29/2021 2:37:23 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 9/29/2020 11:37:52 AM ID: 5ef04f2e-e3e8-4ad7-9305-df252380c92b</p>		
<p>John Salazar JohnL.Salazar@state.nm.us Cabinet Secretary State of New Mexico, Dept of Information Technology Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None)</p>	<p><i>John Salazar</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.26.102.143</p>	<p>Sent: 7/29/2021 2:37:27 PM Viewed: 7/29/2021 4:09:47 PM Signed: 7/29/2021 4:10:08 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/22/2020 5:35:13 PM ID: 4ef0a9ac-f840-4ae4-889b-e33e6422a8bb</p>		
<p>David R. Scrase, M.D. David.Scrase@state.nm.us Secretary State of New Mexico, Dept of Information Technology Signing Group: 63000 - Cabinet Secretary Security Level: Email, Account Authentication (None)</p>	<p><i>David R. Scrase, M.D.</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 73.26.101.133</p>	<p>Sent: 7/29/2021 4:10:11 PM Viewed: 7/30/2021 8:46:21 AM Signed: 7/30/2021 8:46:46 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/14/2020 8:23:58 AM ID: 0aaa81d3-8e9b-4b1c-97eb-d8d0f7a3150a</p>		
<p>Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)</p>	<p><i>Valerie Paulk</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.205.37.132 Signed using mobile</p>	<p>Sent: 7/30/2021 8:46:49 AM Viewed: 7/30/2021 8:47:42 AM Signed: 7/30/2021 8:48:24 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff</p>		

Signer Events	Signature	Timestamp
Theresa Mendibles theresa.mendibles@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.123.168.134	Sent: 7/30/2021 8:48:27 AM Viewed: 7/30/2021 9:30:34 AM Signed: 7/30/2021 9:31:30 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/1/2020 5:55:33 PM
 ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/21/2021 4:03:21 PM
Certified Delivered	Security Checked	7/30/2021 9:30:34 AM
Signing Complete	Security Checked	7/30/2021 9:31:30 AM
Completed	Security Checked	7/30/2021 9:31:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor:

0000006483

Deloitte Consulting, LLC

150 Washington Avenue, Suite 300

Santa Fe, NM 87501

Email: miphelan@deloitte.com

Telephone No. (505) 989-9790/(214) 840-1890

Ship To:

New Mexico Human Services Department

1301 Siler Road, Building B&C

Santa Fe, NM 87501

Invoice:

As Requested

For questions regarding this contract please contact:

Andrew Romero (505) 476-7364

Number: 50-630-14-27039

Amendment No.: Eight

Term: July 1, 2015 – June 30, 2023

Procurement Specialist: Theresa Mendibles *TM*

Telephone No.: 505-795-1894

Email: theresa.mendibles@state.nm.us

Title: Aspen Maintenance and Operations Information Training

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$9,049,606.83 from \$152,199,941.70, to \$161,249,548.53.
- Amend Article 29 – Notices: updating Procuring Agency Contact
- Amending language to the Scope of Work to describe Statement Deliverable (PWS) process for Deliverables 27 through 38.
- Amend Deliverable 27 (PWS) Automated System Program and Eligibility Network (ASPEN) 2.0 to increase maximum compensation by \$1,024,866.83 from \$4,798,901.00 to \$5,823,767.83 and change the due date to September 30, 2021.
- Amend Deliverable 30 PWS Health Insurance Exchange (HIX) to increase maximum compensation by \$3,000,000.00 from \$1,000,000.00 to \$4,000,000.00 and change the Due Date to June 30, 2022.
- Add Deliverable 33 to enhance ASPEN functionality related to COVID-19 waiver modifications.
- Add Deliverable 34 to enhance ASPEN functionality related to Low Income Home Energy Assistance Program (LIHEAP) CARES Act Stimulus payments.
- Add Deliverable 35 to enhance ASPEN functionality related to the Indian Managed Care Entity (IMCE) Medicaid managed care program.
- Add Deliverable 36 to enhance ASPEN functionality related to Temporary Assistance for Needy Families (TANF) Work Program changes.
- Add Deliverable 37 to enhance ASPEN functionality related to implementation of electronic notices.
- Add Deliverable 38 to enhance ASPEN functionality related to Income Verification Analysis

Please see Amendment No. 8 for full details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDL

State of New Mexico**HUMAN SERVICES DEPARTMENT****ASPEN Maintenance and Operations Information Technology Agreement**Contract No. 50-630-14-27039Amendment No. 8

THIS AGREEMENT is made and entered into by and between the State of New Mexico,, **Human Services Department**, hereinafter referred to as "Procuring Agency," and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor".

The purpose of this Amendment is to:

- 1) Amend ARTICLE 3, COMPENSATION, to revise the maximum compensation by \$9,049,606.83 from \$152,199,941.70, to \$161,249,548.53. This revised compensation total includes a correction of \$304,921.00 for a calculation error made in Amendment 5.
- 2) Amend Article 29, NOTICES, to update the Procuring Agency Contact from Lorelei Kellogg to Sean Curry, Deputy Chief Information Officer (CIO).
- 3) Add language to the Scope of Work purpose to describe Performance Work Statement Deliverable (PWS) process for Deliverables 27 through 38. -
- 4) Amend Deliverable 27 PWS Automated System Program and Eligibility Network (ASPEN) 2.0 to increase maximum compensation by \$1,024,866.83 from \$4,798,901.00 to \$5,823,767.83 and change the Due Date to September 30, 2021.
- 5) Amend Deliverable 30 PWS Health Insurance Exchange (HIX) to increase maximum compensation by \$3,000,000.00 from \$1,000,000.00 to \$4,000,000.00 and change the Due Date to June 30, 2022.
- 6) Add Deliverable 33 to enhance ASPEN functionality related to COVID-19 waiver modifications; work will be identified and managed through a PWS process. Total Compensation for this deliverable is \$400,000.
- 7) Add Deliverable 34 to enhance ASPEN functionality related to Low Income Home Energy Assistance Program (LIHEAP) CARES Act Stimulus payments; work will be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,095,000.00.
- 8) Add Deliverable 35 to enhance ASPEN functionality related to the Indian Managed Care Entity (IMCE) Medicaid managed care program; work will be identified and managed through a PWS process. Total Compensation for this deliverable is \$1,500,000.00.
- 9) Add Deliverable 36 to enhance ASPEN functionality related to Temporary Assistance for Needy Families (TANF) Work Program changes; work will be

identified and managed through a PWS process. Total Compensation for this deliverable is \$700,000.

10) Add Deliverable 37 to enhance ASPEN functionality related to implementation of electronic notices; work will be identified and managed through a PWS process. Total Compensation for this deliverable is \$774,819.00.

11) Add Deliverable 38 to enhance ASPEN functionality related to Income Verification Analysis; work will be identified and managed through a Performance Work Statement (PWS) process. Total Compensation for this deliverable is \$250,000.00.

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 THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions

ARTICLE 3 - COMPENSATION

B. Payment. The total compensation under this Agreement shall not exceed one hundred sixty one million two hundred forty nine thousand five hundred forty eight dollars and fifty three cents (\$161,249,548.53) including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date **WILL NOT BE PAID.**

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Sean Curry, Deputy CIO
1301 Siler Road Suite B/C
Santa Fe, New Mexico 87507
Sean.Curry@state.nm.us

For CONTRACTOR

Deloitte Consulting LLP
Attn: Michael Phelan, Principal
150 Washington Avenue, Suite 300
Santa Fe, NM 87501
214.840.1890
miphelan@deloitte.com

Any change to the Notice individual or the address, shall be effective only in writing.

2. Exhibit A – Scope of Work

Work within Deliverables 27 through 38 will be managed using PWSs and processes. For each deliverable, the Contractor and the Procuring Agency agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff, hours, price/staff member, total price)
- G. Completion Criteria

The Contractor shall review each PWS with the Procuring Agency, revise if necessary, and both the Procuring Agency and the Contractor shall sign each PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice the Procuring Agency for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

Deliverable 27 –PWS – ASPEN 2.0

<u>Deliverable Name</u> PWS ASPEN 2.0	<u>Due Date</u> Beginning July 1, 2020 - September 30, 2021	<u>Compensation</u> Total Compensation not to exceed \$5,823,767.83,including NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables ASPEN 2.0	Professional or General Services	<p>The Contractor shall provide professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of the Procuring Agency’s goals related to its public assistance service programs.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>
	Innovation assets	<p>Two innovation assets per 12-month cycle can be selected by the Procuring Agency to further ASPEN 2.0 strategic business and technology modernization activities. The innovation asset accelerates implementation activities and is modified and implemented via the Software Development Life Cycle (SDLC) for ASPEN. The assets are selected by the ASPEN IT Project Manager with input from the Procuring Agency. The assets are Contractor-developed, delivered as Java, web or data framework components, tooling, design assets and templates, reporting templates, infrastructure accelerator or a minimum viable product to be extended during a sprint.</p> <p>The Contractor will document, and Procuring Agency will approve, a description of the innovation asset to be used when the PWS is defined. Any additional software required will be procured by Procuring Agency.</p>

Deliverable 30 – PWS Health Insurance Exchange (HIX)

<u>Deliverable Name</u> PWS HIX	<u>Due Date</u> June 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$4,000,000.00 including GRT.
Task Item	Sub Tasks	Description
Integration with the Health Insurance Exchange (HIX) and the Realtime Eligibility (RTE) for Medicaid functionality	Professional or General Services	<p>ASPEN will require implementation of new or modified functionality to support integration with the HIX and the RTE for Medicaid functionality in ASPEN.</p> <p>The Contractor shall recommend, taking into consideration the Procuring Agency's input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p>
HIX PWS Deliverables		<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 33 – PWS COVID-19 Waiver Modifications

<u>Deliverable Name</u> PWS COVID-19 Waiver Modifications	<u>Due Date</u> June 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$400,000.00 including GRT.
Task Item	Sub Tasks	Description
COVID-19 Waiver Modifications	Professional or General Services	<p>ASPEN will require implementation of new or modified functionality to support the modification of waivers implemented due to the COVID-19 public health emergency.</p> <p>The Contractor shall recommend, taking into consideration the Procuring Agency’s input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor will provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency’s goals related to its public assistance service programs.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 34 – PWS LIHEAP Stimulus Payments

<u>Deliverable Name</u> PWS LIHEAP Stimulus Payments	<u>Due Date</u> June 30, 2021	<u>Compensation</u> Total Compensation not to exceed \$1,095,000.00 including GRT.
Task Item	Sub Tasks	Description
LIHEAP Stimulus Payments	Professional or General Services\	<p>ASPEN will require implementation of new or modified functionality to support the issuance of stimulus payments under the CARES Act for the Low Income Heating and Energy Assistance Program (LIHEAP).</p> <p>The Contractor shall recommend, taking into consideration Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service program.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 35 – PWS Indian Managed Care Entity (IMCE)

<u>Deliverable Name</u> PWS IMCE	<u>Due Date</u> June 30, 2021	<u>Compensation</u> Total Compensation not to exceed \$1,500,000.00 including GRT.
Task Item	Sub Tasks	Description
Indian Managed Care Entity (IMCE)	Professional or General Services	<p>ASPEN will require implementation of new or modified functionality to support the IMCE Medicaid managed care program.</p> <p>The Contractor shall recommend, taking into consideration the Procuring Agency input, which of these deliverables to develop to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide the highest value and most relevant input with available funding.</p> <p>The Contractor shall provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 36 – PWS Temporary Assistance for Needy Families (TANF) Work Program Changes

<u>Deliverable Name</u> PWS TANF Work Program Changes	<u>Due Date</u> June 30, 2021	<u>Compensation</u> Total Compensation not to exceed \$700,000.00 including GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Temporary Assistance for Needy Families (TANF) Work Program Changes	Professional or General Services	<p>The Contractor shall work with Procuring Agency to implement new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations for the TANF Works Program.</p> <p>The Contractor shall work with Procuring Agency on these deliverables to help the agency meet its goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide valuable and relevant input with available funding.</p> <p>The Contractor shall provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 37 – PWS Implementation of Electronic Notices

<u>Deliverable Name</u> PWS Implementation of Electronic Notices	<u>Due Date</u> June 30, 2022	<u>Compensation</u> Total Compensation not to exceed \$774,819.00 including GRT.
Task Item	Sub Tasks	Description
Implementation of Electronic Notices	Professional or General Services	<p>The Contractor shall work with the Procuring Agency to implement new or modified functionality to support electronic notices (e-notices), via an online portal.</p> <p>The Contractor shall work with the Procuring Agency on these deliverables to help the agency meet its goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide valuable and relevant input with available funding.</p> <p>The Contractor will provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency goals related to its public assistance service programs.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 38 – PWS Income Verification Analysis

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Income Verification Analysis	June 30, 2022	Total Compensation not to exceed \$250,000.00 including GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Income Verification Analysis	Professional or General Services	<p>The Contractor shall work with the Procuring Agency to implement new or modified functionality to support the Food and Nutrition Service (FNS) evaluation of the State’s use of automated income data sources for income verification.</p> <p>The Contractor shall work with the Procuring Agency on these deliverables to help the agency meet its goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities.</p> <p>The objective of this approach is to enable the Contractor to provide valuable and relevant input with available funding.</p> <p>The Contractor will provide professional or general services, as required, to support various program or IT related project or technical tasks in support of the scope of this agreement or of the Procuring Agency’s goals related to its public assistance service program.</p> <p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall support the Procuring Agency with performing the analysis by providing experienced staff to execute services as approved and communicated by the PWS process.</p>

All other Articles, Terms, Conditions and Deliverables of the original contract, and all subsequent Amendments, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *David R. Scrase, M.D.* Date: 4/1/2021
David R. Scrase, M.D., Cabinet Secretary
New Mexico Human Services Department

By: *Mike Phelan* Date: 4/1/2021
Mike Phelan, Principal,
Deloitte Consulting LLP

Approved for legal sufficiency:

By:  Date: 3/26/2021
Paul Ritzma, General Counsel
New Mexico Human Services Department

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 03-011368-00-7

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

By: *Ann Marie Lucero* Date: 3/30/2021
Taxation & Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By: *Valerie Paulk* Date: 4/1/2021
Purchasing Agent
State of New Mexico

X This Contract Amendment was signed on behalf of the State Purchasing Agent.

Certificate Of Completion

Envelope Id: C0756D76D8FC4ABAA02A0E45AF344BC4

Status: Completed

Subject: Please DocuSign: 60-63000-14-27039 A008

Source Envelope:

Document Pages: 14

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Theresa Mendibles

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Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Theresa.Mendibles@state.nm.us

IP Address: 174.237.12.80

Record Tracking

Status: Original

Holder: Theresa Mendibles

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Theresa.Mendibles@state.nm.us

Security Appliance Status: Connected

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Pool: GSD

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Signer Events

Signature

Timestamp

Theresa Mendibles

theresa.mendibles@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Travis Dutton-Leyda

travis.dutton-leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing
Division

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 73.127.216.230

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Viewed: 3/25/2021 3:42:50 PM

Signed: 3/25/2021 3:42:53 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John Emery

JohnR.Emery@state.nm.us

State of New Mexico, Dept of Information

Technology

Signing Group: 63000 - General Counsel

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device
Using IP Address: 164.64.229.226

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Viewed: 3/26/2021 12:04:44 PM

Signed: 3/26/2021 12:05:47 PM

Electronic Record and Signature Disclosure:

Accepted: 9/29/2020 11:37:52 AM

ID: 5ef04f2e-e3e8-4ad7-9305-df252380c92b

Ann Marie Lucero

AnnMarie.Lucero@state.nm.us

Tax Examiner Supervisor

State of New Mexico, Dept of Information

Technology

Signing Group: 33300 - CRS Verification

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.133.193

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Electronic Record and Signature Disclosure:
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Mike Phelan
 miphelan@deloitte.com
 Security Level: Email, Account Authentication
 (None)

Mike Phelan

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 Signed: 4/1/2021 5:53:59 AM

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Electronic Record and Signature Disclosure:
 Accepted: 3/31/2021 5:05:23 AM
 ID: 0cb60613-27e5-4717-88ba-cfc4c610315d

David R. Scrase, M.D.
 David.Scrase@state.nm.us
 Secretary
 State of New Mexico, Dept of Information
 Technology
 Signing Group: 63000 - Cabinet Secretary
 Security Level: Email, Account Authentication
 (None)

David R. Scrase, M.D.

Sent: 4/1/2021 5:54:01 AM
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Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication
 (None)

Valerie Paulk

Sent: 4/1/2021 7:06:20 AM
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 Signed: 4/1/2021 7:09:13 AM

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 Signed using mobile

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/1/2021 7:09:13 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor:
0000006483
Deloitte Consulting, LLP
150 Washington Avenue, Suite 300
Santa Fe, NM 87501

Email: miphelan@deloitte.com
Telephone No.: **(214) 840-1890**

Contract Number: **50-630-14-27039**

Contract Amendment No.: **Seven**

Term: **July 1, 2015 through June 30, 2023**

Ship to:
New Mexico Human Services Department
1301 Siler Road, Building B&C
Santa Fe, NM 87501

Procurement Specialist: Theresa Mendibles *TM*

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Invoice:
As Requested

For questions regarding this Contract please contact:
Andrew Romero (505) 476-7364

Title: Aspen Maintenance and Operations Information Training

This Contract Amendment is to be attached to the respective contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from July 1, 2020 to June 30, 2023 at the same price, terms and conditions.

This amendment is issued to reflect the following effective modifications immediately:

- **Amend ARTICLE 3. COMPENSATION to include the second, third and fourth option contract years (FY21, FY22, FY23).**
- **Amend ARTICLE 11. WARRANTIES – Update Warranty in effect for Option years 6, 7, and 8.**
- **Amend ARTICLE 29. NOTICES – Update Contract Manager.**
- **Amend EXHIBIT A. Scope of Work, Deliverables for NM GRT and Compensation.**

Please see Amendment No. 7 for full details.

JSG

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 7**

SPD Contract No. 50-630-14-27039

THIS AMENDMENT No. 7 to Professional Services Contract (PSC) 16-630-4000-0001 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- 1) Amend ARTICLE 3, COMPENSATION, to include the second, third and fourth option contract years (SFY21, SFY22, SFY23) for Maintenance and Operations; addition of Deliverable 27, Deliverable 28, Deliverable 29, Deliverable 30, Deliverable 31 and Deliverable 32 for Performance Work Statements and process for SFY21. This adds \$51,277,330.38 in compensation and increases total compensation from \$100,922,611.32 to \$152,199,941.70. Future deliverables include retainage if defined in the deliverable scope.
- 2) Amend ARTICLE 5, TERM, to renew the Agreement for a three-year period pursuant to RFP #50-630-14-27039. The HSD is exercising its option to extend this Agreement (and all associated Amendments) for a three-year period: July 1, 2020, through June 30, 2023. for the Contractor to continue all work and deliverables.
- 3) Amend ARTICLE 11, WARRANTIES, to indicate updated warranty in effect for Option years 6, 7 and 8.
- 4) Amend ARTICLE 29, NOTICES, to update with current Contract Manager.
- 5) Amend EXHIBIT A, AMENDED SCOPE OF WORK, Deliverable 2, Maintenance & Operations:
 - a) To include monthly compensation for execution of the second option year not to exceed \$339,863.09 per month inclusive of NM GRT for the period starting July 1, 2020, Amendment approval to June 30, 2021. Total not to exceed \$4,066,357.05 for the period starting July 1, 2020 to June 30, 2021.
 - b) To include monthly compensation for execution of the third option year not to exceed \$249,366.13 per month inclusive of NM GRT for the period starting July 1, 2021, Amendment approval to June 30, 2022. Total not to exceed \$2,992,393.56 for the period starting July 1, 2021 to June 30, 2022.
 - c) To include monthly compensation for execution of the fourth option year not to exceed \$256,903.58 per month inclusive of NM GRT for the period starting July 1, 2022, Amendment approval to June 30, 2023. Total not to exceed \$3,082,843.00 for the period

starting July 1, 2022 to June 30, 2023.

- d) Amended total amount of compensation for Deliverable 2 not to exceed \$37,770,275.97 for the contract period ending June 30, 2023.
- 6) Amend EXHIBIT A, AMENDED SCOPE OF WORK, Deliverable 3, Enhancements:
 - a) To include monthly compensation for execution of the second option year not to exceed \$629,317.16 per month inclusive of NM GRT for the period starting July 1, 2020, Amendment approval to June 30, 2021. Total not to exceed \$7,551,805.92 for the period starting July 1, 2020 to June 30, 2021.
 - b) To include monthly compensation for execution of the third option year not to exceed \$748,098.38 per month inclusive of NM GRT for the period starting July 1, 2021, Amendment approval to June 30, 2022. Total not to exceed \$8,977,180.56 for the period starting July 1, 2021 to June 30, 2022.
 - c) To include monthly compensation for execution of the fourth option year not to exceed \$770,710.75 per month inclusive of NM GRT for the period starting July 1, 2022, Amendment approval to June 30, 2023. Total not to exceed \$9,248,529.00 for the period starting July 1, 2022 to June 30, 2023.
 - d) Amended total amount of compensation for Deliverable 3 not to exceed \$58,636,766.52 for the contract period ending June 30, 2023.
 - e) Update staffing section to reflect delivery of enhancements using the Agile methodology.
 - f) Include the definition of Major Upgrades within the tasks to be performed.
 - g) To indicate that HSD can adopt an alternative Agile Software Development Lifecycle (SDLC), in addition to the Waterfall SDLC.
- 7) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 27 and Compensation for \$4,798,901.00 to facilitate IT enhancement(s) and introduce innovation initiatives for SFY21; work which will be identified and managed through a Performance Work Statement (PWS) process.
- 8) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 28 and Compensation for \$682,600.00 to enhance ASPEN functionality related to FNS Reinvestment initiatives for SFY21; work which will be identified and managed through a Performance Work Statement (PWS) process.
- 9) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 29 and Compensation for \$1,742,199.00 to enhance ASPEN functionality related to Federal, State or HSD policy changes as well as enhancements to improve worker productivity or streamline client outcomes for SFY21; work which will be identified and managed through a Performance Work Statement (PWS) process.
- 10) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 30 and

Compensation for \$1,000,000.00 to enhance ASPEN functionality related to Health Insurance Exchange (HIX) integration with Realtime Eligibility (RTE) for Medicaid ; work which will be identified and managed through a Performance Work Statement (PWS) process.

- 11) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 31 and Compensation for \$4,000,000.00 to enhance ASPEN functionality related to SNAP program changes; work which will be identified and managed through a Performance Work Statement (PWS) process.
- 12) Amend EXHIBIT A, AMENDED SCOPE OF WORK, to add Deliverable 32 and Compensation for \$3,134,521.48 to enhance ASPEN functionality related to the COVID-19 Health Emergency; work which will be identified and managed through a Performance Work Statement (PWS) process.
- 13) Amend EXHIBIT A-1, Responsibility Matrix Schedule to revise the Roles and Responsibilities matrix to indicate current ownership of hardware and software maintenance as per the current ITD standards and organizational construct.
- 14) Amend EXHIBIT A-2, Equipment and Software Schedule to update with current hardware and software utilized by the project and adjust ownership where applicable.
- 15) Amend EXHIBIT C, ASPEN Maintenance & Operations Technical Requirements Matrix and Tables, revised for current technology tools and strategies.
- 16) Add EXHIBIT K, ASPEN Agile Process Summary, to include a process overview, roles and responsibilities and deliverables of the alternate Agile SDLC approach.

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:

1. Terms and Conditions

ARTICLE 3, COMPENSATION, Section B, is amended to read as follows:

ARTICLE 3 - COMPENSATION

- B. Payment.** The total compensation under this Agreement **shall not exceed \$152,199,941.70 including New Mexico gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend

for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.

ARTICLE 5, TERM, is amended to read as follows:

ARTICLE 5-TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT and SPD.

The term of this agreement will be from July 1, 2020 through June 30, 2023. The contract term, including extensions and renewals, shall not exceed eight years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 11, WARRANTIES, is amended to read as follows:

ARTICLE 11 - WARRANTIES

- A. **General.** The Contractor hereby expressly warrants the work will be performed in a workmanlike manner and in accordance with all generally accepted industry standards and the professional practices used in the industry.
- B. Article 11(b) from the Agreement shall be replaced with the following: The Contractor warrants, for a period of 60 calendar days following the release of the applicable Deliverable's code to production, that software enhancement Deliverables implemented in production and defect resolution Deliverables related to maintenance and operations shall comply in all material respects with the applicable technical specifications set forth in this scope of work (the "specifications") (nonconformance shall be referred to herein as "defect" or "deficiency"). As it relates to Priority Level 1 - Critical (highest severity) and Priority Level 2 - High defects, the warranty period for

Contractor to resolve said defects shall be from the release of the applicable code to production until the end of SFY 23. If the software enhancements fails to meet in all material respects the applicable specifications during the warranty period, Procuring Agency will notify Contractor in writing thereof within the warranty period, reasonably describing such noncompliance, and the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency and without impacting capacity for other work, so that the software materially meets the applicable specifications. The Contractor has no obligation to make warranty repairs attributable to the Procuring Agency's misuse or modification of a Deliverable, or the quality or integrity of data from other automated or manual systems with which a Deliverable interfaces. This includes hardware, systems software, telecommunications equipment or software not provided for under this Agreement which is inadequate to allow proper operation of a Deliverable or which is not operating in accordance with the manufacturer's specifications. This also covers operation or utilization of a Deliverable in a manner not contemplated by this Agreement. As applicable, the relevant third party vendor shall provide warranties as to its third party products directly to the Procuring Agency and Contractor's warranty in this paragraph shall not apply to such third party products.

ARTICLE 29, NOTICES, is amended to read as follows:

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Lorelei Kellogg
ASPEN ITD Project Manager
1301 Siler Road Suite B/C
Santa Fe, New Mexico 87507

For CONTRACTOR

Deloitte Consulting LLP
Attn: Michael Phelan, Principal
150 Washington Avenue, Suite 300
Santa Fe, NM 87501
214.840.1890
miphelan@deloitte.com

Any change to the Notice individual or the address, shall be effective only in writing.

Exhibit A, Amended Additional Scope of Work has the following Deliverables amended or added:

- 1) Deliverable 2, Maintenance and Operations, is amended to extend services for SFY21 through SFY23; to; and identify quantity of resources dedicated to Maintenance and Operations (M&O) deliverable-related resources during SFY21-SFY23.
- 2) Deliverable 3, ASPEN Enhancements, is amended to extend services for SFY21 – SFY23; to update staffing section to reflect delivery of Enhancement-related services using Agile methodologies during SFY21-SFY23.
- 3) Add Deliverables 27-32 Performance Work Statement implementations.

Exhibit C, Amended ASPEN Maintenance & Operations Technical Requirements Matrix and Tables; revise the Roles and Responsibilities matrix to indicate current ownership of hardware and software maintenance as per the current ITD standards and organizational construct.

Exhibit K, ASPEN Agile Process Summary; to include a process overview, roles and responsibilities and deliverables of the alternate Agile SDLC approach.

All other Articles, Sections and Deliverables of PSC 16-630-4000-0001, and all Amendments, remain unchanged.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: David Scrase
DocuSigned by: 90BE7D7D1B53422
David R. Scrase, HSD Cabinet Secretary Date: 6/24/2020

By: Mike Phelan
Mike Phelan, Principal, Deloitte Consulting, LLP Date: 23 June 2020

By: Danny Sandoval
DocuSigned by: B88DFEE7DE10413
Danny Sandoval, HSD Chief Financial Officer Date: 6/24/2020

By: Sean Pearson
DocuSigned by: 5318F26F172D40C
Sean Pearson, HSD Chief Information Officer Date: 6/24/2020

Approved for legal sufficiency:

By: Paul Ritzma
DocuSigned by: 5709D27780FC4AA
Paul Ritzma, HSD General Counsel Date: 6/24/2020

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:
CRS ID Number: 03-011368-00-7

By: AnnMarie Lucero
DocuSigned by: A1E23299AE974AA
Tax and Revenue Department Representative Date: 6/24/2020

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: John Salazar
John Salazar, Cabinet Secretary Designate and State Chief Information Officer
Department of Information Technology Date: 6/25/20

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: Valerie Paulk
Mark Hayden, State Purchasing Agent Date: 7/7/2020

This amendment was signed on behalf of the State Purchasing Agent

State Purchasing Agent

2. Exhibit A – Scope of Work

Deliverable 2 – Maintenance and Operations

<p><u>Deliverable</u> Maintenance & Operations</p>	<p><u>Due Date</u></p> <p>Monthly services due no later than last business day of the month.</p>	<p style="text-align: center;"><u>Compensation</u></p> <p>Not to exceed \$433,189.00 per month (prorated) inclusive of NM GRT for the period starting at contract approval to June 30, 2016. Total not to exceed \$5,198,268.00.</p> <p>Not to exceed \$431,722.00 per month inclusive of NM GRT for the period starting July 1, 2016, contract approval to June 30, 2017. Total not to exceed \$5,180,664.00.</p> <p>Not to exceed \$440,171.00 per month inclusive of NM GRT for the period starting July 1, 2017, contract approval to June 30, 2018. Total not to exceed \$5,282,052.00.</p> <p>Not to exceed \$620,901.00 per month and not to exceed \$6,357,016.40, both amounts inclusive of NM GRT, for the period starting September 1, 2018, to June 30, 2019.</p> <p>To include monthly compensation for execution of the first option year not to exceed \$467,556.83 per month inclusive of NM GRT for the period starting July 1, 2019, contract approval to June 30, 2020. Total not to exceed \$5,610,681.96.</p> <p>To include monthly compensation for execution of the second option year not to exceed \$338,863.09 per month inclusive of NM GRT for the period starting July 1, 2020, Amendment approval to June 30, 2021. Total not to exceed \$4,066,357.05.</p> <p>To include monthly compensation for execution of the third option year not to exceed \$249,366.13 per month inclusive of NM GRT for the period starting July 1, 2021, Amendment</p>
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		<p>approval to June 30, 2022. Total not to exceed \$2,992,393.56.</p> <p>To include monthly compensation for execution of the fourth option year not to exceed \$256,903.58 per month inclusive of NM GRT for the period starting July 1, 2022, Amendment approval to June 30, 2023. Total not to exceed \$3,082,843.00.</p> <p>Amended total amount of compensation for Deliverable 2 not to exceed \$37,770,275.91 for the contract period ending June 30, 2023.</p>
Task Item	Sub Tasks	Description
<p>Maintenance & Operations</p>	<p>General Responsibilities of the Contractor.</p>	<p>The Contractor will perform information system maintenance and operations services for ASPEN per Contractor’s January 6, 2015 proposal to support the Tasks and Goals listed in this statement of work.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN ITD Project Manager or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including those for SDLC and change management. These services will be performed as per the staffing levels outlined in this deliverable.</p> <p>The Contractor will confirm and validate that it has performed system maintenance and operations services by delivery of a monthly report, due no later than the fifteenth business day of the month following services. Contractor will develop and submit a model report template for review to the ASPEN ITD Project Manager and/or Designee. This template will be the expected format for reporting unless modified by the ASPEN ITD Project Manager and/or Designee.</p> <p>This monthly report will constitute the deliverable for monthly maintenance and operations related, but not limited to, daily management of hardware and software configurations; COTS integration; capacity planning and management; planning and</p>

		<p>management of specific existing ASPEN environments; tuning; interfaces; ad-hoc reports; and rule change configurations to support known scheduled activities as determined by HSD requirements. For the purposes of this agreement, these will include, but not be limited to, areas such as:</p> <ul style="list-style-type: none"> a) Annual Federal Poverty Level (FPL) and Cost of Living Allowance (COLA) changes b) Annual Recipient Benefit Statement and 1099 production c) Patching and commercial-off-the-shelf (COTS) software related to ASPEN application as per Responsible, Accountable, Consulted, Informed (RACI) (Exhibit A-1) d) Disclosure of Information to Federal, State and Local Agencies (DIFSLA) e) Community Spouse Monthly Income Allowance (CSMIA) f) Quarterly Medicare Premium Payments g) Monthly Issuance h) Annual school subsidy for Temporary Assistance for Needy Families (TANF) recipients i) Support of Human Services Department (HSD) staff for reference table changes j) Commenting of Oracle Tables and Columns as to usage for ASPEN databases, including deprecated objects k) Creating entity relationship diagrams for existing ASPEN databases l) Creating and maintaining logs in order to diagnose and fix application performance problems m) Proactively managing the application tier to test and ensure proper operation and load balancing n) Perform assigned failover duties in the event of hardware failure or disaster o) Assuming all Application maintenance and operation activities for Enhancement work included in this contract (i.e., under ASPEN enhancements) p) Database Administration Tasks q) Database Changes r) WebSphere Support
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		<ul style="list-style-type: none"> s) Message Queue Support t) Build Script Changes u) Daily Builds and Promotion v) Informatica Identity Resolution Support w) Data Services Support x) Opus and HPExstream Administration y) ImageNow Support z) Informatica Administration aa) Other ASPEN application COTS support bb) Framework Tools support cc) Cargo Collection and Data Access Objects Generation dd) Manage Database Replication activities ee) Support HSD ASPEN Help Desk to prioritize and resolve tickets including participation in Interim Business Process (IBP) recommendations and approvals <p>Contractor will propose tools/products necessary for automation efforts. HSD shall review proposals and procure tools/products as determined, in order to meet mutually agreed upon automation efforts and impacts to staffing allocations.</p>
	Schedule Control	Contractor will organize and manage a detailed electronic schedule to monitor all system or staff resources. Results of this tracking will be delivered weekly in a manner to be approved by the ASPEN ITD Project Manager and/or Designee.
	Work Location	<p>The CONTRACTOR must provide maintenance and operations services during normal working hours (currently defined as 7:00am – 7:00pm Monday-Saturday to accommodate both HSD staff schedules and which may change as directed by HSD). Services will be provided regardless of CONTRACTOR staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p> <p>Contractor will perform any system changes or modifications in a manner that will not reduce system access during HSD client business hours unless approved by HSD representative</p>

		<p>CONTRACTOR is required to reassign, train, substitute, or modify, its staffing levels to be proficient in meeting the technology or other requirements to support ASPEN Maintenance and Operations. CONTRACTOR will assign only proficient and competent staff to maintain and operate ASPEN to specifications, as established or modified by, HSD.</p> <p>CONTRACTOR will coordinate with HSD so that staff completes required HSD security training, IRS Training, and any other relevant security and/or confidentiality training. CONTRACTOR staff must acknowledge by signature that it agrees to follow any requirements as established by HSD training. CONTRACTOR will confirm compliance of staff to HSD requirements by submitting a status of compliance report when requested by the HSD ASPEN ITD Project Manager or designee. CONTRACTOR will require its staff to conduct itself in a professional manner with HSD, Federal, State, or other stakeholder related communications or interactions.</p> <p>Contractor will provide its maintenance and operations services with trained and proficient staff to meet HSD service requirements and competent to maintain ASPEN system components and underlying hardware and software to manufacturer or publisher security and operating standards.</p> <p>Contractor will maintain staff competency and proficiency to meet ongoing changes or updates in system architecture requirements.</p> <p>The Contractor will assist the HSD in determining cost allocation as required. The Contractor shall adhere to the Cost Allocation Methodology by reporting and providing guidance to the ITD Project Manager on any changes or alterations to the costs identified with development of individual program modules for the proposed system changes.</p> <p>Work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque. Work can be performed outside these prescribed offices with consideration to the following:</p> <p>Work is conducted in a Deloitte office that is in full compliance with the Privacy and Security standards of this Agreement. There will be no disturbance to current timeliness,</p>
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		<p>communication, or attendance standards. HSD reserves the right to review this requirement annually and modify in writing.</p> <p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>If local resource needs (HSD and Deloitte) exceed planned capacity as identified in Deliverables 2 & 3 at the Deloitte Santa Fe project facility, Deloitte will follow the change order process to include additional facility costs in the respective change order.</p> <p>CONTRACTOR management staff will attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN ITD Project Manager or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe all required security or work area requirements or standards.</p> <p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of M&O Deliverable-related services:</p> <p>Contractor understands HSD’s vision to rebalance team capacity between M&O and Enhancements activities, to increase allocation for Enhancements starting SFY21 and increased automation for routine M&O activities for the duration of the contract to create capacity. Subsequently, HSD and the Contractor shall continue to collaborate on identifying automation opportunities and align resources to implementation roadmaps.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td>Year 1</td> <td>Year 2</td> <td>Year 3</td> <td>Year 4</td> </tr> <tr> <td>Total</td> <td>39</td> <td>27</td> <td>24</td> <td>Up to 30</td> </tr> <tr> <td></td> <td>Year 5</td> <td>Year 6</td> <td>Year 7</td> <td>Year 8</td> </tr> <tr> <td>Total</td> <td>26</td> <td>18</td> <td>13</td> <td>13</td> </tr> </table>		Year 1	Year 2	Year 3	Year 4	Total	39	27	24	Up to 30		Year 5	Year 6	Year 7	Year 8	Total	26	18	13	13
	Year 1	Year 2	Year 3	Year 4																		
Total	39	27	24	Up to 30																		
	Year 5	Year 6	Year 7	Year 8																		
Total	26	18	13	13																		

		<p>Contractor will meet monthly with ASPEN Project Manager to review resource allocation across the enhancement and maintenance teams based on progress related to automation efforts and process improvements being made by the Contractor and HSD as well as HSD capacity.</p> <p>HSD shall provide contractor staff the capability to perform ASPEN related duties remotely via VPN access as mutually agreed upon by the Contractor and the ASPEN IT Project Manager following approval by ITD security staff.</p> <p>Maintenance and Operations staff will work collaboratively with Enhancement staff to integrate new functionality into ASPEN.</p>
	Staffing Resources	<p>Contractor will be responsible for maintaining ASPEN code as well as integrating enhancements work into core ASPEN application and test it for stability before moving to production consistent with enhancement requirements in this contract.</p> <p>Contractor will maintain a staff mix to support the scope of the work required in this contract. These resources will be dedicated to the performance of M&O Deliverable-related services. The deployment of these resources may be modified if approved in writing by the ASPEN ITD Project Manager and/or Designee and mutually agreed by both parties.</p> <p>Contractor will coordinate and organize Maintenance and Operations staff to work collaboratively with Enhancement staff to integrate new functionality into ASPEN per conditions required by this Contract and as proposed in its proposal dated January 6, 2015.</p>
Contractor Staff Roles & Responsibilities	Contractor Staff	<p>The Contractor will be accountable to the ASPEN ITD Project Manager for work performed under this Contract. See Exhibit A-1, Responsibility Matrix Schedule, for detailed roles and responsibilities.</p> <p>The Contractor will assign staff resources, such as the Contractor's Application Development Manager, to participate in work coordination with the ASPEN Core Team, including all activities and meetings. Additionally, other Contractor staff will</p>

		<p>participate in ASPEN Core activities and meetings as required throughout the duration of this Contract.</p> <p>Contractor will participate in any weekly status meetings to monitor and control the approved work. The intent of these meetings will be to confirm with Contractor the actual and true status of Contractor's work and, where there are inconsistencies with Contractor's work plans, direct Contractor to put corrective action plans in place to bring the work back on track.</p> <p>These meetings will also serve to keep all levels of HSD and Contractor management informed of work status, highlighting major issues and roadblocks requiring management involvement and/or decisions. Key Contractor staff will be required to attend these meetings.</p> <p>The Contractor shall attend and participate in all M&O-related meetings, as well as ASPEN Steering Committee meetings, if requested by the ASPEN ITD Project Manager. The Contractor shall prepare materials or briefings for these meetings as requested by the ASPEN ITD Project Manager.</p>
<p>Quality Assurance Methodology & Tools</p>	<p>QA Tools</p>	<p>Contractor will use quality assurance tools, as directed by the ASPEN ITD Project Manager and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN ITD Project Manager and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none"> 1. HP LoadRunner for load testing of the ASPEN. 2. JUnit or similar tool for creation of test cases when required by the ASPEN ITD Project Manager and/or Designee for functional maintenance and additions to ASPEN. Associated test suites and test cases must be checked into the version control system and be available for execution through an automated build and test process. 3. Selenium scripts to be created for user interactions related to a release, as determined by the ASPEN ITD Project Manager and/or Designee. Any scripts from previous releases, along with new scripts developed for newer releases, must be executed and passed during the QAT

		<p>phase of any development phase or sprint. Contractor will document and maintain scripts, in a manner to be approved by the ASPEN ITD Project Manager and/or Designee, as requirements evolve. Contractor will utilize such scripts as the baseline for regression testing of the system.</p> <ol style="list-style-type: none"> 4. Atlassian Clover for automated code coverage analysis for unit tests. Clover shall be implemented and utilized to test and ensure that all new enhancements and additions to ASPEN are achieving the required level of code coverage as approved by ASPEN ITD Project Manager and/or Designee. 5. FindBugs as a static code analysis tool that integrates with the Eclipse IDE. It must be used on all code prior to check-in to test and verify that no static code deficiencies exist. 6. Eclipse for validation of numerous integrated validation mechanisms for Java and JSP code. All relevant validation shall be enabled in Eclipse and all warnings and errors that are detected must be remediated prior to check-in of any code changes.
	Unit Testing	<p>Contractor will manage and support unit testing, as directed by the ASPEN ITD Project Manager and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN ITD Project Manager and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none"> a) Throughout the development process the developer shall include the creation of unit test cases and test suites. b) The test cases and test suites shall be developed utilizing the JUnit API at the Release Planning Team's discretion c) The developer must execute all unit tests and test suites associated with their code changes prior to check-in of their changes. d) Each major code change must have, at a minimum, one associated test case. e) In order to facilitate unit testing a test harness will need to be developed and maintained that may be utilized within

		<p>the test framework to obtain any necessary objects or environment conditions necessary to begin execution of a specific test case. This shall include development of object factories capable of returning necessary mock objects, creation of mock data source connections, and insertion of data into a local test database prior execution of the tests.</p> <p>f) Each unit test suite must provide a setup and teardown method that will configure the local development environment with any prerequisites for execution of the tests and confirm that the environment is returned to its initial state upon completion.</p> <p>JUnit tests must be automatically executed through an automated build and test system. This system shall generate a current build based on the latest code checked into the code repository and relevant test cases and test suites will be executed to verify that all current and previous unit tests pass. Any test failures must be automatically reported to the developer of the test via email notification. It shall be the responsibility of the developer to identify the cause of the failure, make any necessary corrections to either the original code or the test, validate that the test now passes, and check-in the corrections to the version control system.</p>
<p>Quality Assurance Process</p>	<p>Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes to include documentation of planning and execution to be approved by the ASPEN ITD Project Manager and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebase and tested to confirm Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>

	Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN ITD Project Manager and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN ITD Project Manager and/or Designee.
	Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN ITD Project Manager and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps. d) Any variation from expected results shall require that the Contractor review the test scenario, review the inputs and outputs, identify a potential issue with the implementation and may potentially require creation of a Work Request if it is determined that additional development resources are required to address the deficiency. e) Contractor will adjust resources to prioritize QA testing to accommodate the highly iterative and rapid process in which Work Requests (WR) may have to be generated by the QA analysts. Contractor will promptly triage WR's in order to address any identified deficiencies to commit changes back into the code repository for retest by the QAT team.

	Load/ Performance	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN ITD Project Manager and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none">a) Develop and maintain, as approved by the ASPEN ITD Project Manager and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times;b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed;c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN ITD Project Manager and/or Designee.
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Deliverable 3 – Aspen Enhancements

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
<p>ASPEN Enhancements</p>	<p>Monthly services due no later than last business day of the month.</p>	<p>Monthly services due no later than last business day of the month.</p> <p>For the period beginning 07/01/2015 (or date signed by SPD, whichever is later), and ending 06/30/2019:</p> <p>Not to exceed \$655,381.00 per month (prorated) inclusive of NM GRT for the period starting at contract approval to June 30, 2016. Total not to exceed \$7,864,572.00.</p> <p>Not to exceed \$476,381.00 per month inclusive of NM GRT for the period starting July 1, 2016, contract approval to June 30, 2017. Total not to exceed \$5,716,572.00.</p> <p>Not to exceed \$505,570.00 per month inclusive of NM GRT for the period starting July 1, 2017, contract approval to June 30, 2018. Total not to exceed \$6,066,840.00.</p> <p>Not to exceed \$552,439.00 per month inclusive of NM GRT for the period starting July 1, 2018, contract approval to June 30, 2019. Total not to exceed \$6,629,268.00.</p> <p>To include monthly compensation for execution of the first option year not to exceed \$548,499.92 per month inclusive of NM GRT for the period starting July 1, 2019, contract approval to June 30, 2020. Total not to exceed \$6,581,999.04.</p> <p>To include monthly compensation for execution of the second option year not to exceed \$629,317.16 per month inclusive of NM GRT for the period starting July 1, 2020, Amendment approval to June 30, 2021. Total not to exceed \$7,551,805.92 for the period starting July 1, 2020 to June 30, 2021.</p> <p>To include monthly compensation for execution of the third option year not to exceed \$748,098.38 per month inclusive of NM GRT for the period starting July 1, 2021, Amendment approval to June 30, 2022. Total not to exceed \$8,977,180.56 for the period starting July 1, 2021 to June 30, 2022.</p> <p>To include monthly compensation for execution of the fourth option year not to exceed \$770,710.75 per month inclusive of NM GRT for the</p>

		<p>period starting July 1, 2022, Amendment approval to June 30, 2023. Total not to exceed \$9,248,529.00 for the period starting July 1, 2022 to June 30, 2023.</p> <p>Total amount of compensation for Deliverable 3 not to exceed \$58,636,766.52 for the contract period ending June 30, 2023.</p>
Task Item	Sub tasks	Description

<p>ASPEN Enhancements</p>	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month that documents specific activities performed by the CONTRACTOR's staff that meets the requirements of this contract. The report will be submitted to the department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required to achieve HSD's goals as described in this Contract. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interface must be changed to implement a system, functional, or performance requirement. Enhancements could also include changes to Hardware and/or COTS products.</p> <p>The primary drivers of enhancements may include, but not be limited to, the following:</p> <p>Implementation of new or modified functionality required to support programmatic or policy changes and/or new state or federal statutes or regulations;</p> <p>The need for operational improvements and/or efficiencies prioritized by HSD;</p> <p>Major upgrades and/or replacement of one or more application components prioritized by HSD fulfill HSD, ITD or NM Department of Information Technology (DoIT) vision or mandates.</p> <p>A major upgrade is only defined as a version upgrade to Third-Party software (including Commercial Off The Shelf (COTS) software, application, database or operating system software) as it relates to existing hardware infrastructure; and for which changes to ASPEN source code, ASPEN database tables, operating processes/procedures, configurations and/or build scripts are necessary in order for the ASPEN system to work with the new version of the Third-Party software.</p> <p>Tool replacements with new products or methodologies will require a Change Request to accommodate conversion and reconfiguration of new tool.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR's proposal, and/or as required by HSD, staff levels of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN ITD Project Manager or designee in coordination with the Release Planning Team in accordance with agreed to processes and</p>
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procedures, including SDLC and change management.

The CONTRACTOR will provide Enhancement services using alternate SDLC processes, such as Agile, as per priorities communicated by the ASPEN ITD Project Manager or designee, in coordination with the Release Planning Team. Agile SDLC processes will be as summarized in Exhibit K, ASPEN Agile Process Summary. In accordance:

- The following Agile Sessions or Ceremonies will be conducted and represented by both Parties:
 - Discovery
 - Product Backlog Refinement
 - Story Point Estimation
 - Backlog Prioritization
 - Sprint Planning
 - Daily Standup
 - Test Coverage Review
 - Interim Review
 - Sprint Review
 - Scrum of Scrums
 - Sprint Retrospective
- HSD is responsible for providing oversight for the Agile processes.
- The Contractor shall provide a Scrum Master for each Sprint Team to serve as a facilitator between the Product Owner and the Sprint Team, assist with eliminating blocking issues/impediments identified in the daily scrum meetings, so that the Sprint Team adheres to the ASPEN Agile Process Summary. The Scrum Master does not have management authority over resources that are not Deloitte Consulting resources.
- HSD is responsible for providing a Product Owner with autonomy to make decisions for each Sprint Team. The Product Owner will have the authority and is accountable for setting priorities and business value associated with each of the User Stories in the backlog(s) they manage.
- The Product Owner is accountable for ensuring that the Sprint Team understands required features and functionality that are being requested in each Sprint.

		<ul style="list-style-type: none"> • The Contractor maintains dedicated Sprint Teams for the term of the Amendment unless a team member leaves the project (including unforeseen life events) or a team member is replaced by mutual agreement of the Parties. • HSD and the Contractor will jointly prepare the Sprint schedules, inclusive of meetings, delivery target dates, review cycles, and Sprint completion milestones. • The Contractor is not responsible for delays or additional Sprint impacts associated with the unavailability of required HSD resources or delays in the delivery or performance of third-party tools and/or services. • The Contractor shall maintain a record of hours expended on the Services activities, including a separate record for each Agile Sprint, and provide this information to HSD with each monthly status report. 										
	<p>Staffing</p>	<p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of Enhancements Deliverable-related services:</p> <table border="1" data-bbox="548 1138 1308 1213"> <thead> <tr> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>40</td> <td>28</td> <td>28</td> <td>28</td> <td>31</td> </tr> </tbody> </table>	Year 1	Year 2	Year 3	Year 4	Year 5	40	28	28	28	31
Year 1	Year 2	Year 3	Year 4	Year 5								
40	28	28	28	31								

Year One

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	4
Java Programmer Analysts	29
Oracle Database Administrators	2
Quality Assurance Testing Analysts	4
Total	40

Year's Two through Four

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	3
Java Programmer Analysts	20
Oracle Database Administrators	2
Quality Assurance Testing Analysts	2
Total	28

Option Year 1

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	3
Java Programmer Analysts	22
Oracle Database Administrators	2

		<table border="1" data-bbox="699 281 1377 422"> <tr> <td>Quality Assurance Testing Analysts</td> <td>3</td> </tr> <tr> <td>Total</td> <td>31</td> </tr> </table> <p data-bbox="548 464 1490 569">The contractor shall implement ASPEN enhancements using an Agile methodology as referred to in Exhibit K ASPEN Agile Process Summary. The typical staffing mix for the enhancements team is as follows:</p> <table border="1" data-bbox="548 621 1531 1157"> <thead> <tr> <th colspan="2" data-bbox="548 621 1531 659">Year 6 thru Year 8 (SFY2021 thru SFY2023)</th> </tr> <tr> <th data-bbox="548 659 954 697">Team</th> <th data-bbox="954 659 1531 697">Composition</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 697 954 863">Sprint Team – Functional Enhancements</td> <td data-bbox="954 697 1531 863">Scrum Master Java Programmer Analysts Quality Assurance Testing Analysts</td> </tr> <tr> <td data-bbox="548 863 954 1157">Support Team</td> <td data-bbox="954 863 1531 1157">Project Manager Release Train Manager Testing Manager Technology Team Regression/Hardening Team Batch Analyst/Operator PMO Ad Hoc Data Reporting</td> </tr> </tbody> </table> <p data-bbox="548 1178 1490 1318">For enhancements or architecture changes (for example – Cloud implementation) that require a different staffing mix, the contractor shall work with the ASPEN project manager to realign staffing mix. Realigning the staffing mix may impact the sprint capacity.</p>	Quality Assurance Testing Analysts	3	Total	31	Year 6 thru Year 8 (SFY2021 thru SFY2023)		Team	Composition	Sprint Team – Functional Enhancements	Scrum Master Java Programmer Analysts Quality Assurance Testing Analysts	Support Team	Project Manager Release Train Manager Testing Manager Technology Team Regression/Hardening Team Batch Analyst/Operator PMO Ad Hoc Data Reporting
Quality Assurance Testing Analysts	3													
Total	31													
Year 6 thru Year 8 (SFY2021 thru SFY2023)														
Team	Composition													
Sprint Team – Functional Enhancements	Scrum Master Java Programmer Analysts Quality Assurance Testing Analysts													
Support Team	Project Manager Release Train Manager Testing Manager Technology Team Regression/Hardening Team Batch Analyst/Operator PMO Ad Hoc Data Reporting													
	Support Hours	The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. Staffing levels will be maintained consistent with the services required under this contract.												

	<p>Work Location and Oversight</p>	<p>Work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque. Work can be performed outside these prescribed offices with consideration to the following:</p> <p>Work is conducted in a Deloitte office that is in full compliance with the Privacy and Security standards of this Agreement. There will be no disturbance to current timeliness, communication, or attendance standards. HSD reserves the right to review this requirement annually and modify in writing.</p> <p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN ITD Project Manager or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations, or other locations, and observe communicated required security or work area requirements or standards.</p> <p>HSD shall provide all contractor staff the capability to perform ASPEN related duties remotely via VPN access.</p>
<p>Quality Assurance Process</p>	<p>Unit Testing</p>	<p>Contractor will include the creation, documentation, and use of unit test cases and test suites consistent with requirements established by the ASPEN ITD Project Manager and/or Designee.</p> <p>Contractor must execute all unit tests and test suites associated with associated code changes prior to check-in of changes.</p> <p>Major code change must have, at a minimum, one associated test case.</p>

	Integration	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope to include documentation of planning and execution to be approved by the ASPEN ITD Project Manager and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher-level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to a Test environment for full functional testing.</p>
	Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN ITD Project Manager and/or Designee. The Contractor will use this regression test capability to:</p> <ol style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN ITD Project Manager and/or Designee.
	Quality Assurance Testing	<p>The Contractor will:</p> <ol style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN ITD Project Manager and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.

	Load / Performance	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN ITD Project Manager and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN ITD Project Manager and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN ITD Project Manager and/or Designee.
	Support User Acceptance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> 1. Update the process and documentation as required as HSD business needs change; 2. Provide test data; 3. Run batch jobs as required; 4. Coordinate issue resolution between all stakeholder as required by the ASPEN ITD Project Manager and/or Designee; 5. Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.

Status Reporting Responsibilities of the Contractor	Reporting	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN ITD Project Manager and/or Designee, the Contractor may submit an invoice for payment.</p>
	Additional warranty clause	<p>Warranty will not apply to IBPs not approved by IBP review committee.</p>

Deliverable 27 – Performance Work Statement Deliverable (PWS) – ASPEN 2.0

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 27 will be managed using a PWS and process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule

F. Resources (specific staff, hours, price/staff member, total price)

G. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed, Upon through PWS	Effective upon approval by SPD beginning July 1, 2020 ending June 30, 2021, Total Compensation Amount not to Exceed \$4,798,901.00 Inclusive of NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

	Innovation assets	<p>Two innovation assets per 12 month cycle, can be selected by HSD to further ASPEN 2.0 strategic business and technology modernization activities. The innovation asset accelerates implementation activities and is modified and implemented via the SDLC for NM ASPEN. The assets are selected by the ASPEN IT Project Manager with input from HSD. The assets are Deloitte-developed, delivered as Java, web or data framework components, tooling, design assets and templates, reporting templates, infrastructure accelerator or a minimum viable product to be extended during a sprint.</p> <p>The Contractor will document, and HSD will approve, a description of the innovation asset to be used when the PWS is defined. Any additional software required will be procured by HSD.</p>
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Deliverable 28 – Performance Work Statement Deliverables (PWS) – FNS Reinvestment

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. As negotiated with our federal partners, the state has committed to the reinvestment of state general funds into support for the SNAP program. This sum is based on the estimated level of effort for the outstanding enhancements connected to the FNS reinvestment plan. This may also cover efforts to simplify and improve Quality Control processes and enhance worker guidance features to support error reduction. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 28 will be managed using a PWS and process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- H. Task Name
- I. Task Purpose
- J. Task Approach
- K. Deliverable/Work Product
- L. Schedule

M. Resources (specific staff, hours, price/staff member, total price)

N. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed, Upon through PWS	Effective upon approval by SPD beginning July 1, 2020 ending June 30, 2021, not to Exceed \$682,600.00 Inclusive of NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 29 – Performance Work Statement Deliverables (PWS) – Federal, State and HSD Program & Policy Enhancements

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and

Court Ordered authorities. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 29 will be managed using a PWS and process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- O. Task Name
- P. Task Purpose
- Q. Task Approach
- R. Deliverable/Work Product
- S. Schedule
- T. Resources (specific staff, hours, price/staff member, total price)
- U. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed, Upon through PWS	Effective upon approval by SPD beginning July 1, 2020 ending June 30, 2021, not to Exceed \$1,742,199.00 Inclusive of NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Deliverable 30 – Performance Work Statement Deliverables (PWS) – Health Insurance Exchange (HIX)

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support integration with the Health Insurance Exchange (HIX) and the Realtime Eligibility (RTE) for Medicaid functionality in ASPEN. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 30 will be managed using a PWS and process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff, hours, price/staff member, total price)
- G. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed, Upon through PWS	Effective upon approval by SPD Total Compensation Amount not to Exceed \$1,000,000.00. Inclusive of NM GRT
Task Item	Sub Tasks	Description

PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>
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Deliverable 31 – Performance Work Statement Deliverables (PWS) – SNAP Program Changes

Throughout the duration of this contract amendment period, the Contractor shall work with HSD to implement new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations for the SNAP program. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall work with HSD on these deliverables to help the agency meet its goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities. The objective of this approach is to enable the Contractor to provide valuable and relevant input within available funding.

Tasks shall be managed as time-and-materials not-to-exceed deliverables. Upon acceptance of each deliverable, the Contractor shall invoice HSD for total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

If this work requires the installation of any Contractor Technology, HSD shall work with the Contractor to install the Contractor Technology. Cost associated with the installation shall be included as a separate line item beyond the time-and-materials cost but shall not exceed the total not-to-exceed price.

Work within Deliverable 31 will be managed using a PWS process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- :
- A. Task Name (Procurement or Customization Tasks)
 - B. Task Purpose

- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (staff, hours, price/staff member) – for time-and-material work
- G. Installation Costs for Contractor Technology– where applicable
- H. Total Price
- I. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins.

<u>Deliverable</u> PWS Deliverables	<u>Due Date</u> As Agreed, Upon through PWS	<u>Compensation</u> Effective upon approval by SPD Total Compensation Amount not to Exceed \$4,000,000.00 Inclusive of NM GRT.
Task Item	Sub Tasks	Description
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

**Deliverable 32 – Performance Work Statement Deliverables (PWS) – COVID-19
Emergency Period**

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support the efforts to provide various federally approved waivers during the 2020 COVID-19 Health Emergency period in ASPEN. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives related to the COVID-19 pandemic. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 32 will be managed using a PWS process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff, hours, price/staff member, total price)
- G. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed, Upon through PWS	Effective upon approval by SPD Total Compensation Amount not to Exceed \$3,134,521.48 Inclusive of NM GRT.
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of HSD's COVID-19 response activities.	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>

Exhibit A-1**Responsibility Matrix Schedule
(Revision Date July 1, 2020)**

The following schedule indicates maintenance and operations support responsibilities effective at contract execution. This schedule may be changed with approval of the Human Services Department and the Contractor as a change in Task or SubTask work under Article 14. In cases where there may be an ambiguous reference or notation, the ASPEN ITD Project Manager and/or Designee will make any final determinations. The table below defines the RACI notation as agreed by the parties.

Notation	Definition
R	Responsible • The Person Or People Who Perform The Activities And Are Responsible For Correct Execution – For Getting The Job Done
A	Accountable • Single Individual Who Has Ownership Of End-To-End Quality; Ultimate Authority For The Decision, Activity Or Process Design. Only One Person Can Be Accountable For Each Task
C	Consulted • The People Who Are Consulted And Whose Opinions Are Sought. Provides Knowledge And Information; Two-Way Communication, Usually A Subject Matter Expert
I	Informed • Receives Information, Is Updated Regarding The Process Execution And Quality

Item #	Task	Deloitte Technical	Comments
	ASPEN M&O Technical Support		
1	Outstanding Sage Security Audit Findings - All Priority Levels	R	Remediate applicable findings from annual IT auditsR2
3	Ongoing Acutenix And Nessus Scan Findings - - HSD Managed	I	
4	New Security Findings — HSD Managed Devices	I	
5	Meet security requirements on all Deloitte owned laptops connected to HSD network as well as HSD provided workstations and laptops.	R	
6	Linux Patching (Vblock)	C	
7	Windows Patching - Non V-Block	I	
8	Windows Patching - Vblock	C	
9	Firmware Upgrades – HSD Managed	I/C	As all firmware upgrades are now HSD-managed, Deloitte Technical staff are informed or consulted, as needed.

ASPEN M&O Technical Support			
Item #	Task	Deloitte Technical	Comments
10	Service Account Password Changes– Deloitte Managed	A/R	Review of Pwd Sheet Needed To Determine Who Will Change What Passwords Goal is to complete every 60 days
11	Service Account Password Changes – HSD Managed	I	
12	Break - Fix On Hardware - Deloitte Managed	A/R	There Is No HW That Deloitte Is Managing
13	Break -Fix On Hardware - HSD Managed	I	
14	Anti-Virus (At OS Level)– HSD Managed	C	
15	Imagenow Administration - Back End (Application Server Admin, Replication, Licence Management, Upgrades To Software, Application Scripts, Service Accts)	A/R	
16	Imagenow - New Office, Queue Setup	A/R	
17	Imagenow Batch Processing	A/R	
18	Open DS Application Admin, Replication, Software Upgrades	IC	YES NM owns
19	Netbackup Media And Master Servers Admin	I	
20	Netbackup Policies	C	
21	Active Directory (Test OU) Reset Of ASPEN Staff Passwords?	R	
22	Configuration/Changes (Version Control) - Deloitte Managed	A/R	
23	Production And Non-Production Builds	A/R	
24	Databases - SQL - Deloitte Managed Applications	A/R	
25	Disaster Recovery Testing	R	HSD is A
26	Updating DR Plan	C	HSD is A
27	Creation, Maintenance And Availability Of Environments	A/R	
28	Replication Link And Configuration Between TIWA And Simms	C	
29	Applying Ssl Certs To Hsd Managed Devices	C	
30	Applying Ssl Certs To Deloitte Managed Devices	A/R	
31	DNS Management	I	
32	UIM (Nimsoft) Monitoring - Configuring / Receiving / Addressing Alerts - HSD Managed	I	

ASPEN M&O Technical Support			
Item #	Task	Deloitte Technical	Comments
33	Nimsoft Monitoring - Configuring / Receiving / Addressing Alerts - Deloitte Managed	A/R	Deloitte Has Alerts = Address Critical First, Some Non Critical - Production Clear Immediate, Non-Prod Not Monitored As Much - 90% Is Threshold For Non-Prod - Don't Add SAB Staff To Alerts Without Their Approval.
34	Batch Operations	A/R	Deloitte Batch Team Not Tech
35	Interfaces - Realtime Services - Deloitte Application Managed	A/R	
36	COTS Integration	A/R	
37	Capacity Planning And Management - Deloitte	A/R	Exadata Is Partly Doit Partly Deloitte - See Exadata RACI For Details
41	Application And Database Performance Tuning And Utilization, Optimization	A/R	
42	Monthly Issuance (Excluding STS Issues)	A/R	
43	Assign Failover Duties Per DR Plan In The Event Of Hardware Failure Or Disaster. (Deloitte Maintained)	A/R	
44	Application Maintenance And Operation Activities For Enhancement Work	A/R	
45	Data Fix Support	A/R	
46	Database Administration Tasks	A/R	See Exadata RACI For Additional Details
47	Database Changes	A/R	
48	Websphere Support	A/R	
49	Messaging (MQ) Support	A/R	
50	Build Script Changes	A/R	
51	Daily Builds And Promotion	A/R	
52	Informatica Identity (File Clearance) Support	A/R	
53	Address Validation Data Services Support	A/R	
54	Opus Administration	A/R	Until full decommissioning
55	Informatica Power Center Administration	A/R	
56	Framework Tools Support	A/R	
57	Cargo Collection Data Access Generation	A/R	
58	Clearquest And Clearcase Support	A/R	Until full decommissioning

ASPEN M&O Technical Support			
Item #	Task	Deloitte Technical	Comments
59	Case Copy And Clone Tools	A/R	
60	Atlassian Tools (JIRA, Jama, Confluence, BitBucket, Bamboo, and plug-ins such as X-ray) Support	I/C	HSD administers this suite via HHS 2020
61	HP Exstream Support	A/R	
62	Infrastructure Vulnerability Scanning	I/C	
63	Application Vulnerability Scanning	A/R	
64	Provide a rolling six-month view of minor upgrades, and patches to be reviewed monthly with ITD and ASPEN project management, apply minor updates and patches according to Release Management procedures.	A/R	Disposition to be noted each month (upgrades performed, deferred, awaiting release window). Severe security patches are to be applied as soon as available, with approvals from ASPEN project management.
65	Maintain end of life information for COTS products used by ASPEN. Within 90 days of a major COTS version (General Availability Release), an assessment will be conducted and planning estimate generated, if a major upgrade is required. ITD and ASPEN project management will evaluate estimate and schedule major upgrades into Enhancement releases, according to Release Management procedures	A	ASPEN project management is responsible (R) for allocating Enhancement release capacity for major upgrades.
66	Provide end user computing support and software deployments via KBox	C/I	ITD is A/R. Deloitte will share leading practices for COTS products within ASPEN
Current DBA Exadata RACI			
	Issue	Deloitte	
1	Respond To Asrs	I	
2	Run Sundiags, Upload	C	
3	Run Exachk (Not Uploading To SR)	R	
4	Schedule Quarterly Patching Of Exadatas	C	
5	Schedule Hardware Fixes With Oracle	C	
6	Restart Audit Vault Server	I	
7	Delete Duplicate Secured Target Audit Trail Processes	I	
8	Manage Listener Logs	C	
9	Manage Alert Logs	R	
10	Manage AUD\$	R	
11	Manage FGA LOG\$ Data	R	
12	Purge Audit Vault Data On Secured Targets	R	

	ASPEN M&O Technical Support		
Item #	Task	Deloitte Technical	Comments
13	Netbackup AV Backups From VM (And Purge)	R	
14	Manage (OEM) Grid Control	R	
15	OEM Performance Tuning Access	R	
16	Startup And Shutdown Of Production Databases	R	
17	Startup And Shutdown Of RAC Nodes	R	
18	Reconfiguration Of Production Dbs	R	
19	Enable/Disable Of Root/Orarom Pwd For Oracle Support	R	

Exhibit C
ASPEN Maintenance and Operations Technical Requirements Matrix and Tables
Replaced

Contractor agrees that, per its proposal submitted January 6, 2015, and consistent with its "RFP Traceability Matrix," each service item identified in the table below will be performed consistent with Contractor's Proposal.

Table of Contents

B - ONGOING ASPEN TECHNICAL OPERATIONS ACTIVITIES

- B.1 Key Contractor Tasks and Activities
- B.2 System Health Check and Monitoring
- B.3 Capacity Planning
- B.4 Support Emergency Preparedness and Disaster Planning
- B.5 Security
- B.6 Application Architecture Management
- B.7 Database Management
- B.8 File Management
- B.9 System Performance Improvements
- B.10 System Patch and Upgrades Management
- B.11 Environment Support and Setup
- B.12 Configuration Management

Note: Line numbers are included to aid in referencing line items.

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
B ONGOING ASPEN TECHNICAL OPERATIONS ACTIVITIES			
1.	The Contractor shall perform configuration management, database management and operations, and other technical activities critical to maintaining the availability, performance, and functional delivery necessary to meet HSD's business operations goals and objectives. These activities are essential in maintaining the ASPEN production environment and must support capacity expansion to keep pace with increasing caseload, new users, infrastructure upgrades, software patches, and application enhancements. The contractor shall collaborate, coordinate and continually communicate with HSD about status and emerging needs.	X	X
2.	The Contractor shall utilize HSD's preferred system for documenting incidents, requests, problems, changes, code, business rules and release management.		
3.	The Contractor shall comply with HSD's release and change management processes.		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
4.	The Contractor shall maintain documentation of the architecture and its components. Examples include a full and current COTS inventory and hardware inventory.	X	X
5.	<i>B.1 Key Contractor Tasks and Activities</i>		
6.	<p>Table B.1 is a summary of the primary areas of ASPEN Technical Operations and some of the key contractor roles and responsibilities for each area. Each section is further defined in sections B.2 through B.12 (below) where the specific tools, tasks and activities required to meet these objectives are defined.</p> <p>Specific task areas include but are not limited to:</p> <ul style="list-style-type: none"> -Managing and maintaining ASPEN's architecture, tiers and the associated framework -Monitoring application and database usage -Capacity planning -Emergency preparedness and disaster recovery planning -System security -Database management and support -File management -Improving system performance -Management of system patches and upgrades -Environment creation and support -Configuration management -Communications software, hardware and network support. -24/7/365 monitoring and maintenance, including staff on call -COTS integration; -Tuning; -Interfaces; -Reports; -Rule change configurations to support known scheduled activities 		
7.	<p>Software Architecture</p> <p>The Contractor shall maintain and support the current ASPEN Software Architecture. The Contractor shall provide recommendations to HSD to help achieve the IT Strategic goals of reducing costs and increasing the availability of services to citizens. HSD reserves the right to change software based on business needs and the Contractor shall support any changes and minimize negative impacts on ASPEN maintenance, support or Operations.</p> <p>Maintenance, Support and enhancement of the ASPEN FAST4J Framework</p> <p>1. The Contractor shall assess the applicability of architectural changes that could improve system performance when performance opportunities are identified. The Contractor shall evaluate the potential impacts to the applications and whether the current infrastructure can support the proposed change before undertaking any of these solutions within ASPEN. The Contractor shall standardize an implementation approach to be approved by</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>HSD. Load testing will be conducted for any change that has the potential to impact system performance or stability.</p> <p>2. The Contractor shall support and maintain the FAST4J application development framework and framework tools. This will include any changes needed to the Framework components to maintain compatibility, best practices and efficiency as the application code is updated to new versions of Java (JEE). Changes to the framework or framework tools may also be required to support other technology initiatives or ASPEN functional changes as directed by HSD.</p> <p>a. As any new standards or changes to support other approved enhancements are integrated into the framework, the Contractor shall also update the framework tools so that all generated code is compatible with the application and framework code.</p> <p>b. When code generated by the framework tools is impacted by any change to the framework or application code, re-generation of all (impacted) existing code that was previously generated by the framework tools shall be required.</p> <p>3. The Contractor shall be responsible for impact analysis before and after framework changes, framework tools changes and resulting changes to code generated by framework tools.</p> <p>c. The Contractor shall review the results of the impact analysis with ITD prior to the release of the modified code into upper environments.</p> <p>d. The Contractor shall develop a test plan that will confirm that the deployment of these changes will not have a negative impact on ASPEN functionality or performance. The test plan must include automated regression testing relevant to the changes to minimize the risk of any un-intended functional impact. The test plan will include load testing for any change that has the potential to impact the performance or stability of any part of the application.</p> <p>i. The test plan shall be submitted to HSD for review prior to release of the modified code into upper environments.</p> <p>ii. The Contractor shall complete the required testing and document the results prior to release of the modified code into upper environments.</p> <p>iii. Any negative impacts discovered during the testing of these changes shall be communicated to HSD along with the Contractor's recommendation for how these issues should be resolved.</p> <p>4. The Contractor shall also modify and test the framework components to support proper integration with existing 3rd party software used by ASPEN when changes or upgrades to the 3rd party API's are made that affect the framework or application code.</p> <p>e. In the event that changes to 3rd party software require changes to the code generated by the framework tools, the Contractor shall modify the framework tools so that all generated code is compatible with the 3rd party software.</p> <p>i. This will require that the contractor adhere to the process in section A.1 and A.2 above to minimize negative impact on ASPEN.</p> <p>5. The Contractor shall maintain and support all technical services provided by the framework in this RFP, including but not limited to the critical services identified in Table B.1.</p> <p>6. The Contractor shall utilize the appropriate framework services when any new code is added to ASPEN or existing code is modified.</p> <p>7. Due to the extensive re-use of framework services within the application and the potential for impact across multiple areas of the application, changes to the framework or</p>		

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	<p>framework tools shall require proper communication with all ASPEN functional area leads as well as HSD leads.</p> <p>8. Once server upgrades, patches, or hot fixes are approved using HSD's change management process, they shall be analyzed and resolved in the lower environments. The Contractor shall deploy the security software upgrade into the higher environments, upon approval by HSD. If additional application modifications or software configuration changes are required, the Contractor shall coordinate with ITD and application teams to incorporate the changes in a prioritized release. The Contractor shall conduct detailed regression tests with HSD before changes are made to production servers to confirm that none of the proposed changes impact the functionality of the application.</p> <p>9. At times, special environments may be needed to allow for the development and testing of release items that will span multiple releases or have testing requirements that cannot be provided by the standard environments. The Contractor shall create and support of these environments as directed by HSD. Changes in the special release will be correctly merged into the standard environment when the special release is completed.</p> <p>10. The FAST4J Framework provides a set of code generation tools that is used to automatically render several critical ASPEN components based on the schema of the database.</p> <p>The following code artifacts, configuration items, and assets are generated by the framework tools:</p> <ul style="list-style-type: none"> • Database Access Code (Cargoes, Collections and DAOs) • Messaging and Web-Services Framework • Page Queuing and Page Flow Framework <p>The Contractor shall support and maintain the Framework productivity tools. The Contractor shall document processes and procedures related to the support and maintenance of the framework tools.</p>		
8.	<p>Presentation (Web) Tier</p> <p>The Contractor shall maintain and support all presentation tier components including but not limited to the components that provide the features listed in the Presentation Tier table below. The Contractor shall confirm that all new and modified code impacting the presentation tier will be in compliance with the current ASPEN User Interface standards and properly utilize existing components of the framework and presentation tier.</p> <p><i>Due to the extensive re-use of standard presentation tier components and the potential for impact across multiple areas of the application, changes to shared components will require proper communication with all Subject Matter Experts (SMEs). Shared presentation tier components include framework components that impact the presentation tier, global JavaScript functions, style sheets, custom tag libraries, Java Server Pages (JSP) include files, shared page elements and all other components used by more than one screen.</i></p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
9.	<p>Business Tier The Contractor shall maintain and support all business tier components including but not limited to the components providing the features listed in the Business Tier table below. The Contractor shall confirm that all new and modified code will be in compliance with the current standards and will properly leverage existing re-usable components to improve maintainability, reliability and minimize impact on other system functionality. Whenever new functionality is needed in the business tier, it shall be designed to be re-usable by other ASPEN components.</p> <p>Due to the extensive re-use of standard business tier components and the potential for impact across multiple areas of the application, changes to shared components will require proper communication with all SMEs whose areas may be affected as well as HSD and ITD leads.</p> <p>The Contractor shall support and maintain the Business Rules Engine (BRE) and all tools used to develop, test and debug new business rules and the decision tables used by ASPEN. Changes to the BRE or decision tables that impact multiple areas of ASPEN shall require proper impact analysis and communication with affected SMEs.</p>		X
10.	<p>Persistence (Database) Tier The first two layers of the solution act like separate components of the overall solution that enable specific activities to occur before allowing the User to access the database where sensitive data resides. The Database Tier is designed to provide HSD added security. It will use port 1521 for Oracle or as otherwise defined by the technical requirements. Roles providing access to the application are built into the ASPEN system. The database environment, where data is read, updated and processed according to the business rules configured for operations, is accessed after a series of approvals and processing functions occur within the previous two layers of the system. Stored procedures and triggers within the Database Tier enable mass updates, deletes and other operations to occur quickly within this layer.</p> <p>The Contractor shall continue to build upon the existing persistence tier framework to help HSD with new initiatives such as an archiving and purging solution, Oracle Partitioning, and ongoing performance optimization efforts.</p> <p>The Contractor shall maintain and support existing components of the persistence tier including but not limited to the components that provide the features in the Persistence Tier table below. The Contractor shall confirm that new code released into ASPEN follows the established standards and best practices as components of the persistence tier are used.</p> <p>The Contractor shall enhance the persistence tier framework as directed by HSD for initiatives such as an archiving and purging solution, Oracle Partitioning, and ongoing performance optimization efforts.</p> <p>The Contractor shall maintain and update the ASPEN data dictionary as changes are made to the data model. The Contractor shall use enterprise standard modeling tools to define the data dictionary elements such as table and column definitions adhering to naming standards and</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>data creation pertaining to relevance, relationships to other data, source, usage, and format. Detailed descriptions of tables and database fields should provide critical information to help technical resources understand the proper use of tables and tables and columns within the ASPEN application. The information provided in the Data Dictionary shall be accurate, up to date and of sufficient detail to improve maintainability and reduce the risk for future development initiatives.</p> <p>The Contractor shall support and maintain the enhanced history persistence layer that allows capturing time-limited data, and captures audit history for records in the database as an auditing mechanism required by HSD to track specific transactions performed by a user. The Contractor shall provide access to transaction-level ASPEN data to HSD or designated vendors for audit data management as required to comply with state and federal security regulations.</p>		
11.	<p>Messaging and Integration Services Tier The Contractor shall maintain and support existing components of the Integration tier including but not limited to the components that provide the features and services identified in Table B.1. Due to the impact that changes to the Messaging and Integration tier can have on multiple areas of ASPEN as well as other agencies and 3rd party applications, the Contractor shall perform impact analysis and testing before these changes are implemented. The contractor shall communicate with all affected ASPEN functional leads and 3rd party contacts, allowing all parties sufficient time to test before changes to the messaging and integration layer are committed.</p> <p>The Contractor shall enhance the integration layer as directed by HSD to leverage web services to interface with real-time agencies where batch is currently being used. These real time interfaces will provide workload relief and improve service to customers.</p> <p>The Contractor shall enhance the integration layer to improve ASPEN SOA compliance as directed by HSD. These initiatives will provide workload relief by integrating document imaging and text / voice messaging capabilities into ASPEN</p>		X
12.	<i>B.2 System Health Check and Monitoring</i>		
13.	<p>Monitor availability and performance of the ASPEN system and environment in real time. Monitor batch schedules with any changes required to complete batch operations within the designated window without negative impact to the online system.</p> <p>The Contractor shall perform system health checks pro-actively and regularly following each release and:</p> <ul style="list-style-type: none"> • Identify and communicate issues with performance and / or stability • Recommend and implement optimizations • Monitor system metrics closely during post-implementation 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>The Contractor shall analyze and review system performance data on a regular basis to provide HSD with accurate recommendations for hardware, software or infrastructure changes required to:</p> <ul style="list-style-type: none"> • Support the implementation of new business functionality or technology initiatives • Support increased caseload processing while maintaining performance and availability objectives of HSD. <p>Increasing volume of data, functionality added through application releases, steadily increasing caseload processing needs, and hardware/software changes to the infrastructure contribute to constant system growth. To prevent system performance degradation and improve the stability of ASPEN, the Contractor shall:</p> <ul style="list-style-type: none"> • Identify processes that are running longer than historic norms or other expectations. • Track the historical performance of individual processes over time to identify those that are affected by the maturing system. • Provide ad-hoc reports and create automated reports that collect information and statistics as needed and document indicators used to provide accurate recommendations for optimal system operation to HSD management. 		
14.	<p><u>B.2.1 Application and Database Usage Monitoring.</u></p> <p>The Contractor shall leverage monitoring tools such as Nimsoft and Oracle Enterprise Manager (OEM), and visualization tools such as Tableau or Splunk supporting real-time aggregation and presentation, as well as the review and analysis of Automated Reports to provide HSD with critical information on ASPEN and ASPEN application and database usage and resource utilization and create automated alerts to notify technical leads, HSD and Contractor management and support staff when system/application thresholds are exceeded. Application and Database monitoring shall include the following:</p> <ul style="list-style-type: none"> • Nimsoft Monitoring • Nimsoft usage: <ul style="list-style-type: none"> • Collect, monitor and analyze server information everyday • Monitor Application, Database and Web Server CPU and Memory utilization • Web Sphere-related application counters • EJB Response Times • Container requests • Produce dashboards and reports for real-time views of the health applications, databases, and of all components that support ASPEN and key performance metrics. 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX	ASPEN Enhancement	O&M ASPEN
<ul style="list-style-type: none"> • Custom Monitoring Reports: • Provide automated monitoring reports to monitor and gauge performance and system availability in Production. • Send periodic automated alerts on: <ul style="list-style-type: none"> ○ Statistics and Metrics: <ul style="list-style-type: none"> ○ Application Instances ○ Database health metrics including: <ul style="list-style-type: none"> ▪ OEDBC transaction times ▪ Queue depth ▪ Hung threads ▪ Garbage collection statistics ▪ EDBC usage statistics ▪ EDBC Usage trends • Provide Production Operational Summary report as needed to mitigate the risk of performance issues that could impact statewide availability of ASPEN • Automate the consolidated Production Operational Summary Report to be accessible through a real-time dashboard • Automate detailed metric reports • Use Oracle Enterprise Manager (OEM) to monitor: • Database memory • Processor utilization • Disk utilization • Query processing time • Query processing efficiency • Database Tuning Criteria Monitor and document queries that use the most system resources during peak online times and heaviest batch schedules. These queries shall be reviewed and analyzed to provide recommendations for optimizations to HSD and Contractor management and SMEs for weekly meetings. Resources that shall be considered in the criteria for this list include: <ul style="list-style-type: none"> ○ Buffer gets ○ High hard parsing ratios ○ High CPU cycle consumption ○ High I/O rates ○ Extended execution time 		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> ○ Optimized utilization of Exadata architecture ● DBAs shall review and make necessary recommendations to SMEs who shall create maintenance activities for critical optimizations ● Refer maintenance activities to appropriate agile team to prioritize and schedule 		
15.	<p><i>B.3 Capacity Planning</i> As the ASPEN application evolves and expands, scalability of the system and its components must be regularly evaluated to verify adequate infrastructure for new business and technology initiatives.</p> <p>The Contractor shall identify and respond to capacity issues and provide accurate forecasts on future capacity needs to allow HSD management time to plan and coordinate any required upgrades.</p>	X	X
16.	<p><u>B.3.1 Capacity Planning Process</u></p> <p>Key steps in the capacity planning process include:</p> <ul style="list-style-type: none"> ○ Gather and analyze system data and usage statistics from a variety of sources including: <ul style="list-style-type: none"> ▪ Database/File System Growth. Obtaining statistics and calculate the expected increase over time to make accurate growth projections. ▪ User Base Growth. Review the number of application users added, changed, or deleted. and determine the potential for impacts on the system resources. ▪ Actual System Usage. Review changes in the numbers of transactions, percentages of resources consumed, database hits, other I/O metrics, CPU usage, disc usage. , etc. to provide an overview of system resource usage and also potential areas of concern. ● Determine the growth patterns for both the online and batch environments 	X	X
17.	<ul style="list-style-type: none"> ○ Evaluate the impacts of new business and technology initiatives: <ul style="list-style-type: none"> ▪ System resources for ASPEN will expand with normal growth but also through the implementation of significant new initiatives. Any capacity initiative may have significant impact on the infrastructure such as: added processor load, more file and database storage space needed, more users, additional correspondences produced, etc. ● Provide management and technical leads with a set of processor usage metrics under various user load and activity scenarios 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> • Report on the overall performance of the system within the production infrastructure and the availability of additional resources that may be required for new initiatives 		
18.	<ul style="list-style-type: none"> ○ The Contractor shall meet with HSD to present and discuss the capacity plan information, and <ul style="list-style-type: none"> ▪ Provide HSD with a set of detailed estimates to forecast future capacity requirements ▪ Make specific architecture, hardware, and software recommendations in line with capacity forecasts ▪ Analyze the impacts of new technologies or any code changes being introduced ▪ Identify where the primary impacts to the infrastructure are expected 		X
19.	<p><u>B.3.2 Capacity Plan Review and Quarterly Reporting</u></p> <p>The Contractor shall review previous capacity plans to evaluate the accuracy of forecasted increases and provide quarterly capacity plans and individual initiative capacity estimates to HSD. These plans and estimates shall include:</p> <ul style="list-style-type: none"> ○ The scope of the initiative(s) being covered in the capacity plan ○ Any anticipated increases to the system user base ○ Any increases to resources usage and disk consumption of the database and file storage servers ○ Any increases to network bandwidth consumption ○ Any increases to service consumption ○ Any requirements for new or additional software licenses. <p>HSD shall manage all Network Infrastructure responsibilities, including the following activities previously assigned to the Contractor:</p> <ul style="list-style-type: none"> • Bandwidth testing • Load balancing • Configuring firewall rules security rules and certificates <p>The Contractor shall review issues related to the ASPEN application that may be identified by HSD during the evaluation of network monitoring.</p>		X
20.	<p>B.4 Support Emergency Preparedness and Disaster Planning</p> <p>ASPEN supports critical HSD operations for delivering services and benefits to the citizens of New Mexico. It is vital to maintain business continuity. The Contractor shall support existing disaster recovery processes to minimize the risk that ASPEN could be compromised by natural or technological disasters. The contractor shall support and assist with disaster recovery activities with the objective of avoiding partial or complete disruption of ASPEN services in case of an unplanned event. These activities include:</p> <ul style="list-style-type: none"> • Assess risks, severity and steps to mitigate them. 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX	ASPEN Enhancement	O&M ASPEN
<ul style="list-style-type: none"> • Perform, test, document and support disaster recovery activities at a minimum twice per year, including periodic testing of failover, failback of the Disaster Recovery system. • Update the current Disaster Recovery plan documentation as directed by HSD. • The Disaster Recovery Plan must include: <ul style="list-style-type: none"> ○ A structured contingency and escalation process in the case of system outage ○ Established emergency plans: <ul style="list-style-type: none"> ▪ Communication plans ▪ Processes for remote support ▪ Back-up procedures ○ Post-contingency plans: • Established processes for business impact analysis that will help determine the severity and ramifications of an emergency event Provide analysis of operational state to HSD immediately following any emergency event • Provide recommendations and associated risks to HSD following any emergency event • Review the readiness of the disaster recovery database and application environments <ul style="list-style-type: none"> ○ Regularly verify that the Disaster recovery database is in sync with the production database and the DR application environment is up to date with the latest application software and configuration • Assist with the Implementation of failover and disaster recovery strategies • Document all fail over steps including software installation and server set-up procedures <ul style="list-style-type: none"> ○ Provide clear and concise step-by-step directions sufficient to restore all critical components of the ASPEN environment in the event of an emergency • Determine and document the root cause of any disaster or emergency event • Document, test and verify emergency procedures and disaster recovery strategies including: <ul style="list-style-type: none"> ○ Processes to manage and restore the server infrastructure ○ Processes to restore and validate system configuration ○ Data requirements 		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> Support HSD's annual end-to-end testing of the ASPEN Disaster Recovery Plan and update the plan as appropriate from lessons learned. 		
21.	<p>B.5 Security The Contractor shall adhere to HSD's established security policies and requirements and support, maintain and enhance the ASPEN security framework as directed by HSD management. ASPEN employs multiple levels of security to protect data and control access rights.</p>		X
22.	The Contractor shall develop new or modified ASPEN components following the standard security, privacy, and confidentiality controls to protect recipient and provider information.		X
23.	ASPEN's configurable security modules store user IDs and passwords in the Lightweight Directory Access Protocol (LDAP) repository for authentication, use a 128-bit strong encryption Secure Socket Layer (SSL) for web pages, and create application user level security profiles to provide control access based on location and roles. External web service calls are secured using CMS designated encryption, currently at TLS v1.2.		X
24.	The Contractor shall comply with the established ASPEN standards for security as well as state and federal regulations and guidelines related to Security, Confidentiality and Auditing.		X
25.	The Contractor will ensure that its employees and sub-contractors will obtain, maintain required security training and follow HSD and State policies regarding security.		X
26.	<p>Additional Contractor tasks and activities related to application and system security include:</p> <ul style="list-style-type: none"> Analysis and review of new business and technology initiatives to Implement safeguards to protect against: unauthorized data access Support the monitoring and reporting of any unauthorized data access Create same day security reports that monitor suspicious activities, regularly review these reports, and notify state of suspicious activity as warranted. Identify unauthorized access or inappropriate use of the ASPEN system, including all components that make up ASPEN (i.e. nexus, ASA, COTS apps, etc.) Report any unauthorized or suspicious activity on the ASPEN system or its components to the HSD ITD Security group. Provide reports of detailed transaction and user access set-up information to identify workers having privileges beyond their roles and responsibilities Support the scanning and remediation of application code and database scanning for security vulnerabilities. The scans are static and are performed as part of testing and deployment of a build into the Production. HSD performs the security scans and will notify the Contractor if any security vulnerabilities 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>need the Contractor to implement remediation to the application code or database.</p> <ul style="list-style-type: none"> • Provide support for the maintenance and enhancement of the existing ASPEN security framework which includes: <ul style="list-style-type: none"> ○ Standard authentication process ○ Validation of user credentials through the standard mechanism of providing a user name and password ○ Automated processes for creating detailed audit records ○ Configurable authentication process storing user credentials in an LDAP repository ○ Security architecture that is capable of expanding to use available alternatives that provide greater flexibility such as single sign-on (SSO) access in order to interact with multiple state applications or use a centralized HSD LDAP repository. ○ Support of system administration module to capture transaction logs and: <ul style="list-style-type: none"> ▪ Make logs available to HSD security coordinators ▪ Capture user information in a separate set of tables that cannot be modified by the application ▪ Track suspicious user activities that are monitored through the use of security reports that identify the user account and, in some instances, the user workstation address, and report to HSD. ○ Application interface that supports detailed configuration of user roles and business functions by security coordinators. ○ Provide support for existing Oracle encryption framework and any additional encryption mechanisms required by State or Federal requirements. ○ Provide support for existing EDM (Electronic Document Management) encryption framework and any additional encryption mechanisms required by State or Federal requirements. 		
27.	<i>B.6 Application Architecture Management</i>		
28.	<p>The Contractor shall assure proper architectural design and standards alignment across the ASPEN solution. The Contractor shall propose and, upon approval by HSD, implement a Technical review process that serves as an additional method for tracking and assessing process and methodology compliance for project initiatives.</p> <p>The Contractor shall provide support for the Corticon Rules engine including maintenance, backup, documentation,</p>	X	
29.	<p>The Contractor shall verify that software artifacts (system modifications/enhancements) produced for ASPEN meet the following objectives:</p>	X	

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> ○ Support the implementation of the work request requirements and documented functional design ○ Leverage the approved technologies and software products that align with the ASPEN standards. ○ Properly implement the services of the ASPEN framework and efficiently re-use standard components of the business, integration, persistence and presentation layers. Comply with HSD's security requirements <p>In addition, the technical review team shall:</p> <ul style="list-style-type: none"> ○ Document common issues identified during technology reviews to improve QA review standards for future initiatives ○ Discuss the architectural and technical direction of project initiatives with the ASPEN core team including: <ul style="list-style-type: none"> ○ ITD ○ ISD ○ MAD ○ Other State and Federal agencies that are involved ○ ASPEN SMEs ○ Contractor Technical Team ○ The core team critically reviews the proposed functionality across domains to verify that the various standards are being followed. The team also evaluates whether or not existing applications and resources are properly leveraged, per the existing architecture. 		
30.	<p><i>B.7 Database Management</i></p> <p>Efficient flow, storage, and on-demand retrieval of data are essential to the success of ASPEN. The Contractor shall support, maintain and enhance the ASPEN database as required by approved project initiatives with consideration that solutions must scale to the size of the database, support expected growth rates and provide performance that meets or exceeds service level agreements for the volume of transactions expected in the production environment.</p>	X	
31.	<p>With the expectation that the size and production load will continue to increase, the Contractor shall recommend ways for managing, accessing, and storing ASPEN data cost-effectively and ongoing compliance with federal and state mandated data retention requirements.</p>	X	
32.	<p>The Contractor shall follow an established and documented SDLC methodology to manage ASPEN' information effectively through its life cycle phases in an efficient and cost-effective way that aligns with HSD's business and technology vision. The objectives and activities defined by SDLC must include:</p> <ul style="list-style-type: none"> ○ Plan and conduct standards-based code/process reviews ○ Documented processes to provide a maintainable, scalable, and fault-tolerant database infrastructure that meets operational needs ○ Implement proactive troubleshooting, performance tuning, and batch query optimization activities that support HSD's need to: ○ Provide users with acceptable response time 	X	

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> ○ Insure batch processing runs efficiently and completes within the batch window. ○ Safely secure and manage sensitive information ○ Maintain integrity, security, and overall accuracy and reliability of data processing ○ Monitor the integrity of the data while implementing changes to environment(s). ○ Document and communicate all issues identified during monitoring and review activities so that the Release planning team can prioritize any application maintenance needed to resolve critical issues ○ Adhere to established standards and processes for: Data Archival, Retention, and Purge activities. ○ Archival. Archival processing supports the identified delineation and separation of data that are required for immediate online processing versus data that can be transitioned to less expensive media. ○ Retention. Data retention relates to identifying rules that define how long archived data needs to be stored. Archives are typically kept for auditing, and regulatory, analysis, or reference purposes. ○ Purge. Data purge identifies criteria to systematically and permanently remove aged data from the system. 		
33.	<p><u>B.7.1 Database Technical Support Services</u> The Contractor shall comply with the following requirements in this section.</p>		
34.	<p><u>Online Query Performance</u> Objective: Proactively identify performance tuning opportunities critical to maintain the needs of the business and to extend HSD's hardware investment. Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> ○ Proactively Monitor online queries for performance. ○ Use all available tuning tools (including AWR, ASH, OEM, etc.) to identify and analyze additional optimization potential ○ Maximize the capabilities of the Exadata architecture 		X
35.	<p><u>PL/SQL Code Reviews</u> Objective: Deliver database access and PL/SQL code efficiency with adherence to agreed-upon standards and industry best practices</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> ● Verify compliance with established standards including: <ul style="list-style-type: none"> ▪ Proper naming conventions ▪ Appropriate declaration of parameters <p>Completeness of exception and error handling including logging and notifications.</p>		X
36.	<p><u>Batch Process Optimization</u> Objective: Identify performance trends and tuning opportunities for existing and new or modified batch queries</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> ● Identify tuning needs as data volume processed by batch increases over a period of time ● Use all available tuning tools to identify and analyze additional optimization potential 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> • Create a customized report identifying potential performance issues that would require application maintenance • Review performance reports with HSD and Contractor SMEs to identify the optimizations that should be referred to release planning for prioritization. 		
37.	<p><u>Database Backup/Recovery</u> Objective: Design and configure backup solutions and recovery to support business continuity, avoid data loss, and meet audit regulations</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> • Design and configure back-up solutions and recovery mechanisms based on: <ul style="list-style-type: none"> ○ Business criticality ○ Application complexity ○ Disaster recovery requirements • Implement Database Back-up strategies that: <ul style="list-style-type: none"> ○ Support business continuity ○ Avoid data loss ○ Meet or exceed audit regulations. • Perform periodic test recoveries of production databases. • Conduct test restores of database backups regularly and provide results to HSD 		X
38.	<p><u>Database Design Reviews</u> Objective: Comprehensively represent relationships between business entities and attributes with adherence to HSD's standards and leading practices. Identify and remediate design issues that compromise the quality or stability of the database</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> ○ Conduct database design activities pertaining to Logical Data Models (LDM) and Physical Data Models (PDM) based on a available inputs such as new requirements, business rules and workflow, user interface (UI) needs, transaction design and SDLC considerations ○ Coordinate regular sessions with the development teams to understand functional designs that involve new database changes or changes to existing database structure. ○ Manage and maintain effective data models that are extendable, flexible, and maintainable for online and batch transactional processing <p>Verify that new development is in compliance with ITD technical standards, policies, privacy / security standards, change and release management, and the Database design standards defined in Section B.7.2.</p>	X	
39.	<p><u>Database Performance Monitoring</u> Objective: Regularly monitor and analyze the operation and execution of individual components of ASPEN, as well as the overall environment, to identify and implement performance-tuning initiatives</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> ○ Use the Oracle Enterprise Manager tool to monitor the overall database health and performance 	X	

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	<ul style="list-style-type: none"> ○ Provide the following reports to support the database performance management activities: ○ Automatic Workload Repository (AWR) Report. The AWR report information is currently available using the Oracle Grid Control Monitoring. The Contractor's technical team shall monitor database activities and discuss any identified issues in the Infrastructure meetings. ASPEN Database Top 10 Performance Reports: Provide Contractor and ITD management teams with an overview of jobs and queries that have been identified as top candidates for performance tuning. <ul style="list-style-type: none"> ▪ This includes a list of the top 10 queries that consume the most database and system resources ▪ Capture this information weekly via database analysis and communicate with management and application development teams during regularly scheduled meetings. Analyze the functionality of these queries and prioritize them through the standard Work Request process. 		
40.	<p><u>Database Patches and Upgrades</u> Objective: Provide support to HSD's selected vendor(s) as needed during patches and upgrades.</p> <p>Contractor will provide information about ASPEN as HSD's selected vendor implements database patches and upgrades including::</p> <ul style="list-style-type: none"> ○ Implement timely resolution and coordination for patches and upgrades ○ Proactively monitor industry trends and patch announcements ○ Perform research to demonstrate compatibility and support for key functionality ○ Evaluate patches in lower environments for stability and impact on the Aspen Application before recommending applying to production. ○ Develop proof of concepts to demonstrate compatibility and mitigate risk of any negative impact on the application. ○ Create and maintain Disaster Recover replication services for key Aspen data including Oracle and ImageNow EDM data. This shall include replication services which will be monitored to meet availability and performance goals. ○ Create and maintain replication of key DR systems to facilitate quick switchover to a DR configuration. ○ Evaluate new database versions and features beneficial to HSD and the Aspen project. ○ Provide upgrade planning and implementation of new database versions and features as approved by HSD. 		X
41.	<p><u>B.7.2 Database Standards</u> The contractor shall comply with the following database standards:</p>		
42.	B.7.2.A Data Modeling - Naming Standards	X	

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	Data model naming compliance is confirmed during the review of both the logical and physical data model (PDM) review. Additionally, checks are made upon submission of the data dictionary with the physical data model (PDM).		
43.	B.7.2.B Database Coding		
44.	B.7.2.B.1 PL/SQL Structure PL/SQL Structure compliance shall be confirmed by completion of unit test checklists and developer peer review processes	X	
45.	B.7.2.B.2 Error Handling Error Handling compliance shall be confirmed by completion of unit test checklists and developer peer review processes	X	
46.	B.7.2.B.3 Naming Standards Naming Standards compliance shall be confirmed by completion of unit test checklists and developer peer review processes.	X	
47.	B.7.2.B.4 Indexes Index standards compliance shall be confirmed with the review of the physical data model and periodic checkpoints through the development process.	X	
48.	B.7.2.B.5 Primary/Foreign Keys Primary/Foreign Key standards compliance shall be confirmed with the approval of the PDM.	X	
49.	B.7.2.C Physical Implementation		
50.	B.7.2.C.1 Sequences Sequence usage standards compliance shall be confirmed with the approval of the PDM.	X	
51.	B.7.2.C.2 Table Deign Table Design standards compliance shall be confirmed with the approval of the PDM.	X	
52.	B.7.2.C.3 Triggers/Sequences Triggers/Sequence standards compliance shall be confirmed with the approval of the PDM.	X	
53.	B.7.2.C.4 Views View standards compliance shall be confirmed with the approval of the PDM.	X	
54.	<u>B.7.3 Additional Database Management Activities</u> Additional maintenance and operations activities that the Contractor shall perform include:		
55.	B.7.3.A Gathering Database Statistics Database tools, such as Enterprise Manager, highlight database opportunities that can be addressed with database reorganization or maintenance. The statistics gathered identify items such as data cardinality, excessive row chaining, logical/physical reads, etc., that indicate reorganizational activities. Maintain automated utility/scripts scheduled to repeatedly gather database statistics.	X	
56.	B.7.3.B Reorganizing Tables	X	

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	Typically, the data for ONLINE databases are changing frequently due to transaction activity against that database. As a result, the underlying database segment begins to fragment and response time tends to degrade; the data in the physical storage become scattered and require Oracle to perform more I/Os to that storage, which results in performance degradation. Execute scripts to identify the tables that need to be reorganized. These table reorganizations help restore the data in physical order, and reclaims space from free blocks. The result is an improvement in performance.		
57.	<p>B.7.3.C Rebuilding Indices Use of appropriate indices is very important for any SQL query to retrieve data quickly as well as perform data manipulation during a transaction. To keep the indices up to date and get optimal performance for queries, especially on Online systems, the following maintenance activities shall be performed if appropriate:</p> <ul style="list-style-type: none"> • Schedule and run scripts to coalesce the indices to confirm the indices are appropriate and not corrupted. If index corruption occurs, considerable performance degradation may result. • For those tables where the data manipulation transactions are very frequent (for example high volume of inserts, updates and deletes), regular rebuilds of indices may be needed to reclaim the space as well as keep the indices appropriate. 	X	
58.	<p>B.7.3.D Moving Tables to Less Expensive Storage Business requirements may dictate that data are to be retained in the online database for inquiry purposes for several years. Depending on how often the data are viewed, some of that data can be moved into different storage tiers. For example, data that are more than 5 years old and that get viewed only occasionally may be moved to “tier-3” storage, which is less expensive. Perform maintenance activities to move this “aged” data as directed by HSD.</p>		X
59.	<p>B.7.3.E Backing up Archive Logs/Trace Logs Backup and recovery is one of the most important activities associated with protecting valuable data assets. It is crucial to be able to restore the database to a point prior to a hardware or software error or database corruption. Due to high volume of transactions occurring in the online environment, the archive logs that Oracle generates are voluminous.</p> <ul style="list-style-type: none"> ○ Support and maintain utility/scripts to back up the archive logs and free up the disk space. <p>Oracle generates trace logs to report any issues or warnings identified in the database. The event may be an increase in tablespace, transaction dead locks, shutdown/startup for maintenance, etc. This helps a DBA analyze any error conditions and take necessary actions.</p> <ul style="list-style-type: none"> ○ Support and maintain utility/scripts scheduled to back up the alert and trace logs and free up and maintain disk space. ○ Conduct regular test restores of backups. 		X
60.	<p>B.7.3.F Importing/Exporting Data The periodic export of table structures, as well as the export of configuration data, is performed to support the application team during their various releases.</p>		X

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	<ul style="list-style-type: none"> ○ Support and maintain automated scripts that export data directly from production into the production environment test. <p>Ad hoc refreshes of production data to lower environments as directed by HSD to help confirm that the application teams have a sufficient volume of data against which they can perform functional and load testing. This helps reduce the number of performance issues that are deployed to production. Lower environments may require data masking applied to ensure that sensitive data is not exposed to developers and unauthorized personnel.</p>		
61.	<p>B.7.3.G Post Production Deployment Cleanup Prior to production deployments, DBAs take backups of the database to support rollback, if needed. Support and maintain utility scripts that check and report back up tables.</p>	X	
62.	<p>B.7.3.H Encryption The Contractor shall</p> <ul style="list-style-type: none"> • Create and maintain encryption where mandated by HSD, State or Federal security requirements. • Maintain and protect all keystores used for encryption purposes. Ensure these are backedup before and after changes and supplied to HSD. • Apply data masking techniques to all sensitive data relocated to any lower environments. 		X
63.	Coordinate with other HSD organizations that may be responsible for other parts of the infrastructure such as Exadata hardware. Provide support in a timely fashion to facilitate rapid problem resolution.		X
64.	<p><u>B.7.4 Additional Database Management Support Activities</u> Database Management Support activities that the Contractor shall coordinate or conduct as directed by HSD include:</p>		X
65.	<p>B.7.4.A Database Design Support Conduct data modeling and normalization for both Online Transaction Processing, batch processing and Data Warehouse initiatives Creation and review of physical database design Support database creation and update across multiple environments</p>	X	
66.	<p>B.7.4.B Database Coordination Support Coordinate and consult with application teams, Contractor and HSD management.</p>	X	
67.	<p>B.7.4.C Database Release Support Test and migrate database code and structure changes to Development, Integration, Systems Acceptance Test, Training, and Load Test environments / Provide database centric deployment scripts for Production migrations</p>	X	
68.	<p>B.7.4.D Database Operations Support Provide input into database standards identification and perform compliance monitoring. Develop database maintenance and reorganization scripts</p>	X	

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	Develop application related data fixes Develop scripts and/or utilities and accompanying documentation for refreshing lower environments		
69.	B.7.4.E Performance Support/Improvement Provide database administration and performance tuning Review database query performance and make recommendations for improvement Optimize performance to take advantage of features in the Exadata architecture.	X	
70.	B.7.4.F Information Life Cycle Support Facilitate solutions to support business systems data and information life cycle management requirement		X
71.	<i>B.7.4.G RACI Agreements</i> <i>Adhere to RACI agreements between all organizations involved in ASPEN maintenance.</i>	X	
72.	<i>B.8 File Management</i>		
73.	The file management processes that support the ASPEN system must be adaptable to meet the changing business needs of HSD. The Contractor shall follow established processes and standards for the systematic implementation of online and batch configuration changes in multiple environments with ongoing development efforts and upcoming software changes and successfully implement configuration changes tied to a release The Contractor shall improve and advance these file management processes to facilitate smooth and efficient operation of ASPEN during the maintenance period. In collaboration with HSD, the Contractor shall perform regularly scheduled maintenance on files to support ASPEN system in a cost effective manner. File Management tasks and activities performed by the Contractor shall include:		X
74.	<u>B.8.1 Archiving and Purging of Files</u> a. Move old files generated during the batch operation from high-end to low-end storage areas to archive them so that the system has the required space for new activity and transactions in Production as approved by HSD. b. Adhere to HSD's retention requirements. c. Move old files generated during the online operation from high-end to low-end storage areas to archive them so that the system has the required space for new activity and transactions in Production as approved by HSD. d. Collaborate with HSD to establish the purge criteria for files that are no longer needed or used e. Perform the required cleanup periodically to save on the disc storage and promote efficient operation of the system f. Collaborate with HSD to determine and refine the selection criteria for these files g. Obtain approval from HSD for purge activities Obtain approval from HSD for cleanup activities		X
75.	<u>B.8.2 Monitoring Disk Space Growth</u>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ul style="list-style-type: none"> a. Provide appropriate disk capacity planning recommendations to HSD b. Use and support the features of the following tools (<i>or other tools and utilities as directed by HSD</i>) to monitor the usage of disk space: <ul style="list-style-type: none"> o Nimsoft o Oracle Enterprise Manager (OEM) 		
76.	<p><u>B.8.3 Managing Environment Specific Online and Batch Configuration Properties</u></p> <ul style="list-style-type: none"> a. Maintain and perform version control activities on online, and batch configuration property files in ClearCase or other tools and utilities as directed by HSD b. Configuration changes must be properly tested, validated and approved by HSD prior to release into the production environment c. Adhere to established HSD standards for the release of configuration changes into production: (Currently these include) <ul style="list-style-type: none"> i.A "Request for Change" (RFC) shall be entered for any configuration changes in Production <p>The RFC request must be reviewed and approved for implementation in Production by the ASPEN Change Control Board (CCB)</p>		X
77.	<p><u>B.8.4 Managing Batch Data Files</u></p> <p>In accordance with the established Security standards and as directed by HSD, the Contractor shall perform tasks such as:</p> <ul style="list-style-type: none"> i. Periodically move production batch data files to the system's global archive location for analysis and troubleshooting <p>Periodically move production batch data files to the system's global archive location for auditing purposes</p>		X
78.	<p><u>B.8.5 Managing Batch Framework Tables Configuration</u></p> <ul style="list-style-type: none"> a. Any addition of new batch jobs or changes to existing ones shall involve changes to batch parameter tables b. SQL files for entries into the set of Batch Framework Tables shall be maintained in ClearCase or other tools and utilities as directed by HSD c. SQL files for entries into the set of Batch Framework Tables shall be version controlled in ClearCase or other tools and utilities as directed by HSD d. Changes to parameter tables in a specific environment shall be requested through a ClearQuest Environment Request or other tools and utilities as directed by HSD <p>Requests pertaining to batch shall be reviewed in daily meetings between Contractor and ITD batch teams</p>		X
79.	<p><i>B.9 System Performance Improvements</i></p> <p>The Contractor shall meet or exceed HSD's performance objectives for optimum system performance at peak load levels as the system matures and with the expectation of increased caseloads and data volume.</p> <p>The Contractor shall maintain acceptable response time during online and batch processes. Contractor activities to achieve these objectives shall include:</p> <ul style="list-style-type: none"> 1. Provide performance test plans and conduct periodic performance testing as specified by HSD 2. Review performance test data to: <ul style="list-style-type: none"> a. Identify performance tuning initiatives for batch software 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>b. Identify performance tuning initiatives for online software</p> <p>c. Coordinate with HSD, the Application development teams and Release planning teams to prioritize and Implement performance tuning initiatives for online and batch components</p> <p>3. Track performance concerns in the field through the Cherwell ticket resolution and help desk processes</p> <p>4. Respond to performance complaints with a formal analysis and report to HSD.</p> <p>5. Produce performance reports required by application development teams, Contractor and HSD management to make informed decisions about the priorities of initiatives related to system performance</p> <p>The Contractor shall provide and follow a well-defined system performance methodology and document defined processes related to the following areas:</p>		
80.	<p>B.9.A Application Performance Process Understanding overall system performance objectives. Designing and writing effective application code. Make recommendations to HSD on provisioning a secure and an effectively configured and sized technical infrastructure. Properly testing the application's online and batch components, under expected business volumes. Enabling a feedback process to the development and release planning teams to revise application components that do not meet performance objectives.</p>	X	
81.	<p>B.9.B Performance Engineering Design effective performance characteristics into the framework and application code. Application development templates shall include standard code that follows leading practices and guidelines to help to optimize performance. Numerous technical considerations shall be addressed, including effective SQL coding, database indexing techniques, high-quality lock management, and setting appropriate subsystem parameters in the areas of connection and thread management. These technical considerations should be enforced by the application framework wherever possible so that are automatically applied whenever new code is introduced to the system</p>		X
82.	<p>B.9.C Testing Tools Utilize industry leading performance testing tools, including HP Loadrunner and Quick Test Pro or other tools and utilities as directed by HSD</p>	X	
83.	<p>B. 9.D Other System Performance Improvement requirements The Contractor shall perform effective performance testing and monitoring to offer HSD crucial insight into performance and infrastructure tuning opportunities on a regular basis.</p>		X
84.	<p>The Contractor shall develop, manage, and maintain test scenarios that mimic the actions of end users. Contractor shall seek HSD's input and concurrence with these scenarios. By closely emulating the user base of a system performing normal business activities for a sustained period, performance tests instill confidence that the system architecture and infrastructure support the demands of system functionality.</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>Performance tests shall focus on response time, throughput, and time-to-completion. Test objectives must include:</p> <ul style="list-style-type: none"> • Confirmation that transactions are processed to downstream systems • Confirmation that transactions are processed to users in a timely fashion • Performance indicators critical to the business are satisfied • New applications are quickly made available to transaction processing systems • Case updates are quickly made available to transaction processing systems • Documents are quickly made available to transaction processing systems <p>Eligibility determination calculations are completed within acceptable times</p>		
85.	<p>The Contractor shall proactively monitor the system to find and address tuning opportunities before they impact end user satisfaction, using tools and utilities including:</p> <ul style="list-style-type: none"> ○ Nimsoft & Oracle Enterprise Manager or other tools and utilities as directed by HSD ○ Customized scripts <p>Document and version customized scripts to establish repeatable processes for the identification and resolution of performance issues</p>		X
86.	<p>The Contractor shall make recommendations to management and the Release planning team where application maintenance would provide significant performance gains. Throughout the maintenance phase, Business systems analysts, application development resources and technical leads shall work together as directed by HSD to achieve the following performance objectives:</p> <ul style="list-style-type: none"> • Apply methods to improve response time • Apply methods to improve perceived response time • Improve performance with measures including (Where appropriate): <ul style="list-style-type: none"> ○ Pre-loading commonly used framework objects ○ Local data replication, client side caching ○ Data de-normalization ○ Server side caching ○ Reducing the size of user interface components to improve transfer time and reduce time required to render complex screens ○ Apply partitioning to the physical data base design • Implement asynchronous processing if HSD elects to use it <ul style="list-style-type: none"> ○ Improve perceived performance <ul style="list-style-type: none"> ▪ Let the user complete other actions while a transaction completes ▪ Progressively render a page as data become available 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
87.	<p><i>B.10 System Patch and Upgrades Management</i> The Contractor shall plan for upgrades to software and operating systems as new features are released and products approach their end-of-life dates. The Contractor shall identify operating systems and COTS (<i>Commercial, off-the-shelf</i>) product upgrades and assist in the analysis of upcoming changes and releases, including defining the impact to in-scope systems and creating an upgrade deployment strategy that aligns with application deployment target dates.</p> <p>The Contractor shall comply with HSD's change control process in support of this activity</p>		X
88.	<p><u>B.10.1 Identify the Need for an Upgrade</u> Regularly review business drivers provided by HSD for upgrades including:</p> <ol style="list-style-type: none"> 1. Keeping product versions current, as appropriate. 2. Apply required security patches consistent with department requirements as directed by the Information Security Officer. 3. Understanding new business initiatives and requirements that need additional features not supported by the current software 4. Noting dependency from other components supporting the software infrastructure 		X
89.	<p><u>B.10.2 Perform Impact Analysis</u> The ASPEN environment has a large number of components each of which are critical to stable operation. This increases the risk of an impact during a system upgrade. Performing an impact analysis is crucial to identify possible negative impacts that could affect the overall system functionality and stability.</p> <p>Once a system upgrade or patch has been prioritized by HSD, the Contractor shall identify the business and technical impacts and any associated risk and provide executive management with critical information vital for the decision-making process.</p> <p>Identifying the impact of any software or system upgrade across ASPEN functional areas is one of the most critical tasks conducted by the technical team. The Contractor shall coordinate SME meetings where these items are discussed and reviewed by the functional specialists to assess any potential risks involved. As part of this process, the assessment will be well documented and communicated to HSD and Contractor management to support prioritization and decision making.</p> <p>Provide validation that hardware and software fixes applied to the infrastructure have not had a negative impact on Aspen services.</p>		X
90.	<p><u>B.10.3 Develop and Test Proof of Concept</u> As part of the upgrade process, the Contractor shall create proofs of concept (POC) to validate that the code, the framework, and all related components will continue to perform as expected. The Contractor works with HSD to plan, conduct tests, and document the results of the POC implementations.</p> <p>Utilizing experimental environments, the Contractor shall perform the upgrade/patch for validation, which includes preliminary performance and functional tests to evaluate the system functionality, and monitor performance to detect any significant degradation.</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	The Contractor shall follow established and documented processes for planning, executing, evaluating, and governing a POC or pilot project initiative.		
91.	<p>Plan</p> <ul style="list-style-type: none"> Define and document the scope, objectives, evaluation, and testing approach for the POC implementation Develop a detailed work plan to describe the roles and responsibilities of the POC implementation team, schedule, milestones, communications plan, quality management plan, and change management Identify and document the systems, technology used, and resource requirements for POC implementation <p>Identify the stages for incremental rollout to impacted systems.</p> <p>Conduct</p> <ul style="list-style-type: none"> Define POC measurement mechanism and evaluation criteria Develop quality acceptance process Develop and document assumptions, system design, and data flow/workflow Conduct outreach session with POC stakeholders and participants to convey the intended objectives and outcome of the POC Install the appropriate hardware and software for the POC Customize POC solution (software and hardware) based on the established design and workflow <p>Monitor and document the POC implementation outcomes and configuration changes performed.</p> <p>Test</p> <ul style="list-style-type: none"> Develop use cases to test the POC solution Define the test evaluation matrix and worksheets Define pass and failure criteria for the tests Assess the POC implementation's applicable hardware, software, and interface components based on the use cases and additional business/functional requirements Identify potential impacts to the ASPEN system/infrastructure. Analyze the results of the test with business, technical, and performance requirements Identify and mitigate gaps in the POC implementation based on set objectives and goals Prioritize a remediation plan Identify and implement remediation controls <p>Conduct the test again with the defined use cases until we obtain the desired results.</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>Document and Submit Results</p> <p>Document the results of the POC implementation including:</p> <ul style="list-style-type: none"> - Objectives of the POC implementation and evaluation criteria - Configuration changes to the software, hardware, and interface components - Use cases - Initial gaps identified and the mitigation controls - Outcome of tests on the POC implementation. <p>Submit the results to HSD for review</p>		
92.	<p><u>B.10.4 Develop Release Plan</u></p> <p>The Contractor shall collaborate with HSD to review the results from the business and technical impact analysis and/or proof of concept to determine the complexity involved in introducing the system upgrade/patch. In this process, the appropriate release date is determined and the required functional, regression and performance testing activities are defined taking into consideration the nature of the upgrade and all environments involved. A master release plan document is delivered outlining all the activities to be performed during the implementation process. This plan must comply with HSD's release management process.</p>		X
93.	<p><u>B.10.5 Implementation and Support</u></p> <p>Once the upgrade has been verified in the lower environments, The Contractor coordinates with the HSD and the application SMEs to obtain approval via the release management process to allow the upgrade to be propagated through the higher environments as per the agreed upon release schedule. The implementation status is closely tracked and discussed in the ASPEN Infrastructure meetings.</p> <p>After the changes are implemented in Production, the Contractor shall monitor the overall system performance and server logs to detect any system performance degradation or other signs of instability. Any issues identified during this process shall be promptly communicated HSD and Contractor management.</p>		X
94.	<p><i>B.11 Environment Support and Setup</i></p> <p>Large-scale systems such as ASPEN have numerous changes and initiatives occurring in parallel. Each of these initiatives has their own schedule for implementation, testing scenarios, and the development life cycle. This results in a need for multiple temporary environments, each are supporting various phases of an initiative. The Contractor shall follow standard processes and conduct the required activities for each of these phases:</p>		X
95.	<p><u>B.11.1 Analysis</u></p> <p>Contractor tasks and activities include:</p> <ol style="list-style-type: none"> 1. Evaluate the need and purpose of the requested environment by gathering this information from HSD and the Contractor Application Leads. <ol style="list-style-type: none"> a. This pre-work activity is driven by a checklist of items that supports the decision making process concerning the setup of the environment. 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<ol style="list-style-type: none"> 2. Identify the length of time for which the environment is needed. <ol style="list-style-type: none"> a. This is critical in determining which servers should host the application(s). 3. Determine where the initial data source for this environment. <ol style="list-style-type: none"> a. This is important as it could be as simple as creating a new empty database or as complex as copying the full production data and masking it (if needed) for Personal Identifiable Information (PII). b. Determine what, if any, data encryption is required to maintain security consistent with direction from the Department Information Security Officer. c. Remove or disable any user accounts not needed for the lower environment. 4. Analyze which code base the environment needs to be built from. 5. Discuss any special considerations that need to be addressed. <ol style="list-style-type: none"> a. Tasks such as the setup of a patch environment or an interface with a specific trading partner can be addressed in this phase. 		
96.	<p><u>B.11.2 Environment Creation</u> Contractor tasks and activities include:</p> <ol style="list-style-type: none"> 1. Utilize a standard pre-defined checklist for the setup of all environments. <ol style="list-style-type: none"> a. This checklist helps to determine that each environment is created and configured in a reliable and repeatable manner. 2. The process is divided into multiple areas that need to be configured for a new environment with a set of sub-tasks for each area that need to be accomplished. 3. Many of the steps in the checklist then refer to additional documentation, which can be referenced as needed. <p>The Contractor shall provide access to all plans and documentation created during this process to HSD to enable the same steps to be followed in the creation of upper environments.</p>		X
97.	<p><u>B.11.3 Environment Validation</u> After a new environment is set up, the Contractor shall perform the following technical and functional validations to determine that the set-up process was completed correctly before handing it to the application or testing team:</p> <ol style="list-style-type: none"> 1. Validate the environment itself, checking application instances, database instances, message queues, and other items to determine that they are functioning and readily available. 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	<p>2. Validate the build and deployment process to confirm that it has been arranged correctly and that the appropriate code is being deployed to the correct environment.</p> <p>3. Validate that external services and third-party applications (LDAP, SSA, etc.) are working and that the application configuration properties are correct.</p> <p>4. Ensure that any lower environment will not interfere with production databases, processes or ancillary systems.</p> <p>5. In addition to performing technical validations, perform basic functional validations such as a smoke-test. These validations, which are part of our predefined checklist, include tasks that check the basic functions of the ASPEN system as well as the major third-party products used by the system. An example of this is logging on to the system and running file clearance on an individual to determine that the name-matching software is accessible by the system. After this is completed, the environment is turned over to the development and testing team for use.</p> <p>6. Where appropriate, assure that environments have the current base code in them for development and testing. This is vital for system testing.</p> <p>7. The Contractor shall create and support these environments as directed by HSD. Changes in the special release will be correctly merged into the standard environment when the special release is completed.</p>		
98.	<p><i>B.12 Configuration Management</i></p> <p>The Contractor shall implement, maintain and refine configuration management repositories and processes for ASPEN to provide improved service delivery. These processes are critical for the overall project as they form the foundation for development, testing, training, and implementation.</p> <p>Configuration management repositories shall be regularly backed up and backups supplied to the HSD</p>		X
			X
99.	<p>B.12.3 Documentation of Existing standards and processes</p> <p>The Contractor shall update the existing Configuration Management Plan to provide accurate and detailed information on the current processes used. This shall include detailed sections including:</p> <ul style="list-style-type: none"> • Field stream structure and delivery process • Build and deployment activities • Merge process • Technical information on scripts used to support CM processes 		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancement	O&M ASPEN
	The revised Configuration Management plan will provide a reference to existing standards that can be used in the evaluation of proposed improvements to the CM Processes.		

EXHIBIT K
ASPEN Agile Process Summary

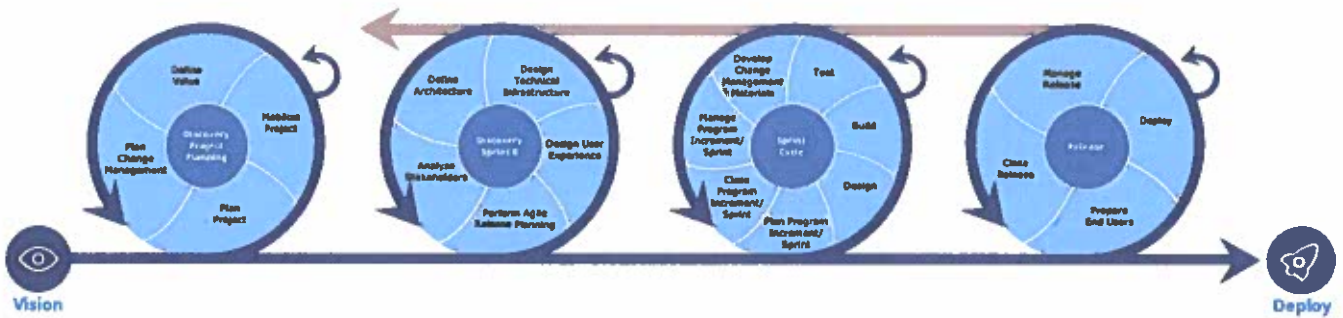
This exhibit outlines the processes, procedures, roles and responsibilities and toolsets for the Agile software development life cycle (SDLC). In alignment with HSD’s business and technology vision, the Release Management team can indicate the usage of Agile processes, as an alternate to the prevailing Waterfall SDLC, to deliver ASPEN Enhancements procured via Deliverable 3.

Overview

Agile is an iterative and incremental approach to project delivery that incorporates continuous feedback, adaptability, and collaboration. The approach follows Agile Manifesto principles and Agile Scrum methodology, and it has been augmented with leading industry practices. The process embraces change in the business environment and technology landscape, and focuses on rapid delivery of desired business outcomes.

Value is achieved in Agile development by delivering quality working software that meets the specified needs in an expedient manner. Three key phases of this iterative approach are:

- Discovery - Define requirements in Discovery Sessions.
- Sprints - Development and Testing during every Sprint
- Release - Implement the changes in Production.



A Change Request (CR) is a **large body of work that can be broken down** into a number of related groups of functionality called Features. A Feature represents a **distinct element of functionality** which can provide capabilities to the business. User Stories are **descriptions of desired functionality**, told from the perspective of the user.

HSD project management personnel, business personnel, technology personnel and Contractor personnel are organized into Sprint teams to deliver functionality using Agile processes. The table below indicates the key roles in effect and the subsequent table indicates the key processes.

Role	Description
Chief Product Owner (CPO)	<p>The Chief Product Owner is an HSD representative and provides overall ownership and accountability for the Agile development. The CPO provides decision making support and guidance to the Agile development processes including the following responsibilities:</p> <ul style="list-style-type: none"> • Oversees overall project delivery and release planning • Works with HSD and Contractor to resolve delivery conflicts and define scope for each release/Sprint • Prioritizes the Product backlog on an ongoing basis depending upon the changing business needs and priorities • Serves as a point of escalation for both HSD and the Contractor
Product Owner (PO)	<p>The Product owner is an HSD representative and provides ownership for the Change Request or Agile work product along with the following responsibilities:</p> <ul style="list-style-type: none"> • Provides the CR requirements to the Contractor • Reviews and approves the Features & User Stories • Works with the CPO for prioritization of Features/User Stories • Participates in Sprint Review/ Demo ceremonies • Assist the Scrum Master in resolving impediments
HSD Subject Matter Expert (SME)	<p>Subject Matter Expert (SME) is an HSD representative and provides business background and feedback to the Scrum Team</p> <ul style="list-style-type: none"> • Attends Discovery sessions to provide feedback and business background for Change Requests • Participates in the review and approval process of User Stories • Works with Product Owner in ensuring User Stories capture the intended CR's functionality • Participate in Demos (Interim Review and Sprint Review) to provide feedback to the Scrum Team
Trainer	<p>Trainer is an HSD representative and provides training support to the Scrum Team</p> <ul style="list-style-type: none"> • Attends Discovery sessions to provide feedback and business background for Change Requests • Prepares a training plan and materials for each Sprint • Finalizes training material to transfer knowledge to field staff for each release

Role	Description
Scrum Master	<p>Scrum Master is a Contractor representative and conducts all Sprint ceremonies and ensures the Scrum Team follows the defined Agile processes.</p> <ul style="list-style-type: none"> Serves as a communication liaison between Scrum Team and PO/CPO Resolves impediments during Sprint, regression testing, and release Ensures teams development and testing timeframes are met
Discovery Team	<p>Contractor Representative works with the Product Owner and other stakeholders for requirements gathering and decomposes Change Requests into Features.</p> <ul style="list-style-type: none"> Reviews the CRs and provides high level LOEs for release planning Creates User Stories and works with Product Owner for review and approval Assists Scrum team in estimation of User Stories
Developer	<p>Developer are Contractor representatives supporting the development and testing of the work product.</p> <ul style="list-style-type: none"> Implements the User Stories by developing code and configuration changes Responsible for unit testing, integration testing and testing with trading partners

The processes (or Agile ceremonies) that HSD follows for ASPEN are summarized below.

Ceremony	Description	When*	Duration	Attendees
Discovery Sessions	<ul style="list-style-type: none"> Attendees meet to discuss a Change Request (CR) and split CR into multiple Features After identifying features, the group discusses requirements, dependencies, impact, and other important detail of each Feature. The takeaway from this meeting is enough information to develop User Stories for review and approval 	Tuesdays (PM), Wednesdays (PM)	3 hours	HSD: PO and other stakeholders Contractor: Discovery Team
Product Backlog Refinement	<ul style="list-style-type: none"> Attendees meet to prioritize CRs for upcoming discovery. Group makes sure that product backlog contains sufficient User Stories for next two Sprints. 	Monday (PM) after the end of the previous Sprint	3 hours	HSD: CPO, PO Contractor: Discovery Team

	<ul style="list-style-type: none"> Attendees create high level plans that reflects the expectations about which features will be implemented in the coming Sprints. Based on this, team estimates the prioritized User Stories. 			
Story Point Estimation	<ul style="list-style-type: none"> Attendees meet to identify Stories, talk through detailed requirements, discuss User Story description and Acceptance criteria, raise questions (such as requirements, dependency team expertise, acceptance criteria, technical feasibility) Result of this meeting is for group to agree upon User Story size based on story points. 	Monday & Tuesday in the week before the start of the Sprint	3 hours	Contractor: Discovery Team, Scrum Team (every Scrum Team meets independently)
Backlog Prioritization	<ul style="list-style-type: none"> Group works with the product backlog to prioritize Features/User Stories for next Sprint based on Priorities and Team's velocity Prioritized User Stories will be added to Sprint Backlog 	Thursday (PM) before the start of the Sprint	3 hours	Contractor: SMEs, Implementation Manager, App Manager, Testing Manager, HSD: CPO, PO, other stakeholders
Sprint Planning	<ul style="list-style-type: none"> Attendees generate a Sprint Goal (one or two sentence description of what team plans to accomplish this Sprint) Group breaks user stories in Sprint Backlog into sub-tasks and creates a plan for implementation. 	Monday, on the first day of Sprint	3 hours	Contractor: Scrum Team, Discovery Team
Scrum of Scrums	<ul style="list-style-type: none"> Group meets to discuss work being done in the Sprint focusing the areas of overlap or integration. Group meets to report impediments, completions, next steps on behalf of the Scrum team each represents. 	First three Thursdays (AM) of the Sprint	1 hour	Contractor: Discovery Team, Scrum Masters, Developers, Testers
Interim Review	<ul style="list-style-type: none"> Scrum Team presents to HSD stakeholders the work the team has achieved up to the interim Demo date. CPO and PO provide feedback and clarifications on current work. Small changes can be suggested for Scrum Team to implement in same Sprint. 	Halfway through the Sprint, before the end of the Sprint	3 hours	HSD: CPO, PO, other stakeholders Contractor: Discovery Team, Scrum Team

	<ul style="list-style-type: none"> For large changes or scope changes, the Discovery Team adds User Stories to the Backlog to address the newly found needs. 			
Sprint Review	<ul style="list-style-type: none"> Scrum Team demonstrates its working software produced during the Sprint – and the overall Sprint status. Scrum Team also presents any User Stories that are not “done”. These will be added back to the Product Backlog. After demo, PO and other stakeholders tell their impressions and clarify requirements (if needed) Finally, PO accepts all User Stories that have been completed. 	On the last couple days of the Sprint; Thursday (PM), Friday (PM)	3 hours	HSD: CPO, PO, other stakeholders Contractor: Discovery Team, Scrum Team
Sprint Retrospective	<ul style="list-style-type: none"> Meeting happens at the Scrum Team level; group discusses current Sprint completed and what the team as a whole should Start, Stop, and Continue doing. List is compiled of the above (Start, Stop, Continue) and the team votes on which items to focus on for the next Sprint. 	End of the Sprint (after Sprint Review meeting)	3 hours	Contractor: Scrum Team

* Or as designated by the ASPEN ITD Project Manager or Designee in coordination with CONTRACTOR for established Sprint cycle

These Agile processes map over to Waterfall processes as below:

Agile Process	Waterfall Process
Discovery Sessions	Design JAD
T-Shirt Sizing Discovery	LOE JAD
Sprint Review	Go-No-Go
Backlog Prioritization	Release Planning
Story Point Estimation	Dev Team LOE Estimation
Test Coverage Review	N/A
Daily Standup	N/A
Release Planning	Weekly Release Planning
Product Backlog Refinement	N/A
Sprint Retrospective	N/A
Interim Review	N/A

The Agile process work products and artifacts are dynamic, maintained within the configuration management toolset and reflect the most current state of requirements and implementation progress. Key work products and the mapping, where applicable, to similar Waterfall deliverables are indicated below.

Product backlog	<ul style="list-style-type: none"> • A dynamic list, in priority sequence, of features and user stories to be developed • Continually refined to contain at least 3 sprints' worth of ready user stories • Prioritized and maintained by the PO
Sprint backlog	<ul style="list-style-type: none"> • A group of prioritized and estimated user stories decomposed into tasks that the development team commits to complete during the sprint • It is created by the development team (based on direction of priorities set by the PO and sprint goals) during sprint planning and maintained by the development team during the sprint using story and task boards
User stories	<ul style="list-style-type: none"> • Descriptions of desired functionality, told from the perspective of the user • Should not take more than half a sprint to meet the definition of done (DoD) • Each story is captured as a separate item on the product backlog • A user story includes a title, description (user story statement), acceptance criteria, and supporting documentation (e.g. wireframes, high-level design) • User story statement: <ul style="list-style-type: none"> ○ As a...persona (who) ○ I want to...achieve a goal (what) ○ So that...tangible benefits that will be realized (why) • Acceptance criteria explains the PO's conditions of satisfaction that the story must meet to be accepted as complete; the minimum functionality for a given story; allows the scrum team to gain a shared understanding of the complete story
Product roadmap	<ul style="list-style-type: none"> • Forecast of planned releases including epics, features, and user stories • Medium to long-term planning is reflected in the roadmap and the product backlog • Forecast is continually adjusted as priorities change and as sprints are completed
Product increment	<ul style="list-style-type: none"> • The sum of the user stories completed during a sprint • The new product increment can be implemented by itself or packaged together with increments from previous sprints
Definition of ready (DoR)	<ul style="list-style-type: none"> • Documents criteria any user story has to reach before the team can plan it in a sprint • Applies to all user stories • Ensures that the incoming work meets a basic level of quality, which will help prevent confusion and wasted time that the team might spend on trying to understand the requirements once the work begins • Needs to be defined and understood for discovery and ongoing PBR
Definition of done	<ul style="list-style-type: none"> • A quality checklist of activities that must be completed in order for any user story to be considered complete

(DoD)	<ul style="list-style-type: none"> • Applies to all user stories • Improve and expand the DoD over time to ensure quality
Burndown chart	<ul style="list-style-type: none"> • Used to track and forecast progress • Graphical representation of estimated work remaining in a sprint over time • Calculated in story points or hours • When calculated in story points, no partial credit –story points recognized only when stories are complete and meet DoD • Generated by tool and monitored daily
Impediment list	<ul style="list-style-type: none"> • Items preventing team from completing work • Maintained by SM • Impediments can be removed upon resolution or during the daily standup by the team • SM accountable for removing all impediments and escalating as appropriate

SDLC documentation mapping over to Agile work products.

Activity Area	Waterfall Deliverable	Agile Work Product	Frequency
Release Planning	High Level Estimates (HLE)	High Level Epic Estimates	Roadmap Level
Release Planning	Impact Assessment Request (IAR)	N/A	N/A
Release Planning	Release Charter	Sprint Plan	Release Level
Requirement Elicitation	Business Requirements Document (BRD)	User Story	Sprint Level
Design Definition	Change Request Design (CRD) Document	Spike Document / Template	Sprint Level
Test Management	Test Plan	N/A	N/A
Development	Interim System Documentation	N/A	N/A
Development	Unit Test Report	Final Sprint Report Final Sprint Completion Checklist (JIRA filters and Dashboards)	Sprint Level
Development	Application Integration Test Report		
Test Management	System Test/System Integration Test (ST/SIT) Report		
Test Management	Load and Stress Report	Load and Stress Report	Release Level
Test Management	Defect Impact Assessment Report (DIAR)	Test Reports	Release Level
Reviews	N/A	Interim and Sprint Review Notes	Sprint Level

Toolsets:

The Contractor shall utilize the following toolsets in alignment with HSD's Enterprise standards for Agile Management.

Jama as the User Story Authoring Tool	<p>Jama will be used in ASPEN to author requirements in the form of Features and User Stories, collaborate with Stakeholder/SMEs on refining requirements, and review/approve user stories through Deloitte and HSD collaboration.</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> • Use Jama to document Features and User Stories
Jira as the Agile Team's Project Management Tool	<p>Jira will be used as the primary project management tool for Agile based projects. Jira will be used to create, maintain and prioritize product backlog, provide visual display of progress during Agile development cycles and provide reporting capabilities to the Agile Teams.</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> • Use Jira to create, maintain and prioritize product backlog
Confluence as the Agile Project Documentation Tool	<p>Confluence will be used by Agile teams to create and edit documents together and maintain Discovery session minutes.</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> • Use Confluence to create and maintain Discovery session minutes • Use Confluence to increase collaboration for Agile Teams and share knowledge base
X-Ray as the Testing Management Tool	<p>X-Ray will be used for test scripting and execution for QAT and UAT.</p> <p>Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> • Use X-Ray to write test scenarios and conduct test executions

The Contractor shall utilize the following development toolsets in alignment with HSD's Enterprise standards for Agile Development.

Bitbucket	<ul style="list-style-type: none"> • Code Repository Tool
Eclipse	<ul style="list-style-type: none"> • Integrated Development Environment
Selenium	<ul style="list-style-type: none"> • Framework for testing ASPEN application
Oracle	<ul style="list-style-type: none"> • ASPEN database software
Corticon	<ul style="list-style-type: none"> • Business Rules engine
HPX	<ul style="list-style-type: none"> • Develop and maintain notices

Appendix 1: Terms and Definitions:

Definitions of terms related to Agile software development unless expressly stated otherwise in this Amendment:

"Acceptance Criteria" means requirement(s) agreed following Sprint Planning Meetings to demonstrate material compliance as set forth in the related User Story.

"Agile Methodology" means a method of software development which emphasizes iterative and incremental approach to project delivery that incorporates continuous feedback, adaptability and collaboration;

"Backlog Prioritization" refers to the Agile ceremony with the goal of finalization of User Stories for next Sprint by CR, Feature and User Story;

"Change Request" means the addition, modification or removal of any ASPEN functionality. A change request is a large body of work that can be broken down into a number of related groups of functionality called Features;

“Daily Standup” refers to the Agile meeting required every day except the first and last day of the Sprint. The Daily Standup’s goal is to coordinate the entire Scrum Team by openly discussing impediments, stories completed/not completed and tasks in progress;

“Discovery” means the session to create Features and User Stories for a Change Request through discussion on design, new ideas, business problems, and system user impacts;

“Features” represents distinct element of functionality which can provide capabilities to the business;

“Go Live” means put into the live production environment whereby ASPEN functionality is accessible by ASPEN users;

“Interim Review” means the review performed halfway through the Sprint to demonstrate the work done in the first half of the Sprint and obtain feedback and direction from the Product Owner and other stakeholders.

“Product Backlog” is an ordered list of requirements (typically maintained as User Stories) that is prioritized and maintained to track what needs to be built and the order in which it will be built. The Product Backlog is the central location for managing all requirements (Features and User Stories) that must be completed to build the product;

“Product Backlog Refinement” means to prioritize CRs/Features/User Stories in preparation of the next Sprint. Prioritization happens for Discovery and Product Backlogs;

“Product Owner” means a member of the HSD team authorized to attend Agile project meetings or ceremonies and makes decisions in respect of the Services delivered pursuant to this Contract;

“Roadmap” means a plan of product releases and milestones that indicates when functionality will become available to end users. It is developed early in the project to show planned releases of Features. As the project progresses, sprints and User Stories can be added to the Roadmap. The Roadmap can also be used to show what work is completed, committed to, and forecasted as it is targeted over time. The Roadmap is continually refined as sprints are completed.

“Software” means the software programs (including documentation and other materials) provided or to be provided by the Contractor to HSD under this Agreement as agreed by the Parties;

“Scrum” means framework within which the contractor and HSD can address complex adaptive problems, while productively and creatively delivering products or ASPEN change requests;

“Scrum of Scrums” means the session to ensure coordination of work and output between all Agile teams and includes discussing dependencies, work in progress and constraints;

“Scrum Team” refers to the Agile project team and includes the HSD Product Owner and the Contractor’s Scrum Master and development team;

“Sprint” refers to the basic and specific unit/cycle of agile development time allocated during which a “Done”, useable, and potentially releasable product Increment is created; Sprints have consistent durations throughout a development effort. A new Sprint starts immediately after the conclusion of the previous Sprint;

“Sprint Backlog” is a list of tasks to be completed during the sprint, decomposed from the Product Backlog. The Sprint Backlog is a plan for delivering the selected features for the sprint and realizing the sprint goal.

“Sprint Planning” refers to the Agile ceremony or session held with the Scrum team (which must include at least the Product Owner and Scrum Master) at the beginning of a Sprint to discuss and agree the next stage of development. The Sprint Planning goal is to plan and agree which User Stories from the backlog will be added to the next Sprint and verify that the work will fit the team member capacity for that Sprint;

“Sprint Review” refers to the Agile ceremony or session held with the Scrum team, involving the Product Owner and the Scrum Master, at the end of the Sprint to inspect the Increment and adapt the Product Backlog if needed. During the Sprint Review, the Scrum Team and stakeholders collaborate about what was done in the Sprint;

“Story Point Estimation” means the Agile ceremony for estimating User Stories based on level of complexity, effort, risk and uncertainty. Team clarifies User Stories to ensure they are ready to be sprinted;

“Test Coverage Review” The goal of Test Coverage Review is to have the Scrum Team present the test scenarios that are being scripted for the User Stories in a Sprint and obtain feedback;

“Testing” means the testing of the Software or Work Product to determine whether it meets the Acceptance Criteria;

“User” means users of the ASPEN Software, Work Products and/or the Services as part of this contract;

“User Story” are description of desired functionality, told from the perspective of the user;

“User Story Tasks” or **“Tasks”** are further decomposition of User Stories which are development activities that are required in order to help a User Story meet the Definition of Done;

“Work Products” means the products provided or to be provided by the Contractor to HSD under this Agreement as agreed by both Parties.

Certificate Of Completion

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	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
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Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

Signer Events

Valerie Paulk
 valerie.paulk@state.nm.us
 State of New Mexico, Dept of Information
 Technology
 Security Level: Email, Account Authentication
 (None)

Signature


 Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10


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Travis Dutton-Leyda
 travis.dutton-leyda@state.nm.us
 IT & Construction Bureau Chief
 New Mexico General Services, State Purchasing
 Division
 Security Level: Email, Account Authentication
 (None)



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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Theresa Medibles
 Theresa.Medibles@state.nm.us
 State of New Mexico, Dept of Information
 Technology
 Security Level: Email, Account Authentication
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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Signing Complete	Security Checked	7/7/2020 2:44:01 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Contract Amendment Cover Page

Awarded Vendor:
000006483
Deloitte Consulting, LLP
150 Washington Avenue, Suite 300
Santa Fe, NM 87501

Email: miphelan@deloitte.com
Telephone No. (214) 840-1890

Contract Number: 50-630-14-27039

Contract Amendment No.: Six

Term: July 1, 2015 through June 30, 2020

Ship to:
New Mexico Human Services Department
1301 Siler Road, Building B&C
Santa Fe, NM 87501

Invoice:
As Requested

For questions regarding this Contract please contact:
Andrew Romero (505) 476-7364

Procurement Specialist: Theresa Mendibles *TAM*

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Title: Aspen Maintenance and Operations Information Training

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately:

Modify contract ARTICLE 3. COMPENSATION to increase compensation by \$3,500,000.00 for a total compensation of \$100,922,611.32

Modify contract Exhibit A. AMEND SCOPE OF WORK to add Deliverable 26 for compliance with federal law and consent decree in the Debra Hatten-Gonzales Case.

TAM

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 6**

SPD Contract No. 50-630-14-27039

THIS AMENDMENT No. 6 to Professional Services Contract (PSC) 16-630-4000-0001 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

1. Amend ARTICLE 3, COMPENSATION, to include the addition of Performance Work Statement Deliverable (PWS) 26. This increases the total compensation by \$3,500,000.00 Future deliverables may include retainage if defined in the deliverable scope.
2. Amend Exhibit A, AMENDED SCOPE OF WORK, to add Deliverable 26 for compliance with federal law and the consent decree in the Debra Hatten-Gonzales Case.

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 3 - COMPENSATION, Section B, is amended to read as follows:

1. ARTICLE 3 - COMPENSATION

- B. Payment.** The total compensation under this Agreement shall not exceed one hundred million nine hundred twenty two thousand six hundred eleven dollars and thirty two cents **\$100,922,611.32 including New Mexico gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 10/17/19
HSD Cabinet Secretary

By: [Signature] Date: 23 SEP 2019
Mike Phelan, Principal, Deloitte Consulting LLP

By: [Signature] Date: 9/24/19
HSD Chief Information Officer

By: [Signature] Date: 10/1/19
HSD Chief Financial Officer

Approved for legal sufficiency:

By: [Signature] Date: 10/2/19
HSD General Counsel

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:

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

CRS ID Number: 03-011368-00-7

By: [Signature] Date: 10/17/19
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 10-25-19
Vincent Martinez, State CIO
Department of Information Technology

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 11-25-19
Purchasing Agent for the State of New Mexico

	<p>Ad hoc reporting & Analysis</p>	<p>Dedicated staff to provide ad hoc reporting support to HSD.</p> <p>The work performed by these resources may include for each ad hoc request:</p> <ul style="list-style-type: none">• Analyzing ad hoc request;• Confirming understanding of requirements with the requestor;• Identifying and creating test data;• Developing the query in the development environment, and executing and testing the query;• Following the process to run the query in production data;• Verifying the results and formatting the results per request; and• Supporting follow-up clarifications.
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State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor
000006483
Deloitte Consulting, LLP
215 Lincoln Avenue, Suite 205
Santa Fe, NM 87501

Telephone No. (214) 893-7253

Price Agreement Number: 50-630-14-27039

Price Agreement Amendment No.: Five

Term: July 1, 2015 – June 30, 2020

Ship To:
New Mexico Human Services Department
1301 Siler Road, Building B&C
Santa Fe NM 87501

Procurement Specialist: Debra Saiz ^{DS}

Telephone No.: (505) 827-0521
eMail: DebraS.Saiz@state.nm.us

Invoice:
As Requested

Title: Aspen Maintenance and Operations Information Training

This Contract Agreement Amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- **Modify Article 3 – Compensation:**
 - Include the first option contract year (SFY20) for Maintenance and Operations.
 - Add Exhibit 25 for Performance Work Statements and Process.
 - Add Exhibit J, Contractual Change Order or Requests details.
 - Increase Compensation by \$32,383,166.32 from \$64, 940,445.00 to \$97,422,611.32.
- **Modify Article 5 – Term: Extend this Agreement for a one-year period July 1, 2019 through June 30, 2020.**
- **Modify Article 39, 40, and 43 – update HDS’s privacy and security language specifically for Protected Health Information (PHI) and Personally Identifiable Information (PII).**
- **Modify Exhibit A – Scope of Work: Deliverables 2, 3, 18, 24 and 25 (*See attached Contract Amendment).**

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

nm

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 5

SPD Contract No. 50-630-14-27039

THIS AMENDMENT No. 5 to Professional Services Contract (PSC) 16-630-4000-0001 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- 1) Amend ARTICLE 3, COMPENSATION, to include the first option contract year (SFY20) for Maintenance and Operations; addition of Exhibit 25 for Performance Work Statements and process; and addition of Exhibit J, contractual Change Orders or Requests' details. These increase total compensation to \$97,422,611.32. Future deliverables may include retainage if defined in the deliverable scope.
- 2) Amend ARTICLE 5, TERM, to renew the Agreement for a one one-year period pursuant to RFP #50-630-14-27039. The HSD is exercising its option to extend this Agreement (and all associated Amendments) for a one-year period: July 1, 2019, through June 30, 2020, for the Contractor to continue all work and deliverables.
- 3) Amend ARTICLE 39, PERFORMANCE; ARTICLE 40, CRIMINAL/CIVIL SANCTIONS; ARTICLE 41, INSPECTION; and ARTICLE 43, CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY; to update HSD's privacy and security language specifically for Protected Health Information (PHI) and Personaly Identifiable Information (PII). This amended language also removes any reference to Federal Tax Information (FTI) access, based on HSD's Security Office's determination there is no FTI access with the services in this agreement.
- 4) Amend EXHIBIT A, AMENDED SCOPE OF WORK, Deliverable 2, Maintenance & Operations:
 - a) To include monthly compensation for execution of the first option year not to exceed \$467,556.83 per month inclusive of NM GRT for the period starting July 1, 2019, Amendment approval to June 30, 2020. Total not to exceed \$5,610,682.00. Amended total amount of compensation for Deliverable 2 not to exceed \$27,628,682.40.
 - b) To allow work to be performed outside the prescribed offices located in Santa Fe or Albuquerque, outlined at Task Staffing, sub-task Work Location and Oversight, Paragraph 8.
 - c) To include the quantity of resources dedicated to performance of M&O deliverable-related resources during the first option year outlined at Task Staffing, sub-task Work Location and Oversight, staffing table.

- 5) Amend Exhibit A, AMENDED SCOPE OF WORK, Deliverable 3, Enhancements:
 - a) To include monthly compensation for execution of the first option year not to exceed \$548,499.92 per month inclusive of NM GRT for the period starting July 1, 2019, contract approval to June 30, 2020. Total not to exceed \$6,581,999.00. Total amount of compensation not to exceed \$32,859,251.04
 - b) To include the quantity of resources dedicated to the performance of Enhancements Deliverable-related services during the first option year, outlined at Task ASPEN Enhancements, sub-task Staffing.
 - c) To allow work to be performed outside the prescribed offices located in Santa Fe or Albuquerque, outlined at Task ASPEN Enhancements, sub-task Work Location and Oversight, Paragraph 1.
- 6) Amend Exhibit A, AMENDED SCOPE OF WORK, Deliverable 18, Enrollment Certification, to restate the compensation amount. The total expended was \$500,000 less than original Amendment 3 amount of \$1,576,630.00 detailed for Deliverable 18.
- 7) Amend Exhibit A, AMENDED SCOPE OF WORK, Deliverable 24, to extend up to six (6) staffing resources to continue work on Maintenance and Operations work specific to Medicaid, during the first option year for the period starting July 1, 2019, to June 30, 2020, and overall compensation (the "Amended Base Amount") is increased accordingly.
- 8) Amend Exhibit A, AMENDED SCOPE OF WORK, to add Deliverable 25, work identified and managed through a Performance Work Statement (PWS) process.
- 9) Add Exhibit J, To identify all change requests or change orders to date, the purpose, and the related compensation for which the "Amended Base Amount" is increased, in accordance with Article 14, Change Management, Paragraph B, Change Requests, in PSC 16-630-4000-0001.

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 3 - COMPENSATION, Section B, is amended to increase the total compensation and reads, in its entirety, as follows:

ARTICLE 3 - COMPENSATION

- B. Payment.** The total compensation under this Agreement **shall not exceed \$97,422,611.32, including New Mexico gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total

compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.

ARTICLE 5 - TERM, is amended to read as follows:

ARTICLE 5 - TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT and SPD.

The term of the initial agreement is from July 1, 2015, or upon SPD contract approval, whichever is later, through June 30, 2019, with four one-year optional renewals as determined by the Procuring Agency. The contract term, including extensions and renewals, shall not exceed eight years, except as set forth in Section 13-1-150 NMSA 1978.

This amendment extends the base contract, by executing the first option year, and shall terminate June 30, 2020, unless terminated pursuant to Article 6.

Articles 39, Performance; Article 40, Criminal/Civil Sanctions; Article 41, Inspection; and Article 43, Contractor's Responsibility for Compliance With Laws and Regulations Relating to Information Tchnology are amended to read as follows:

ARTICLE 39 – PERFORMANCE

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.

B. Contractor agrees if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from, or created on behalf of, HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HSD by Contractor pursuant to the Services; are collectively referred to hereafter in Article 39 and Article 43 as Confidential Information, made available to Contractor, shall be used only for the purpose of carrying out the provisions of this

contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.

D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.

H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.

I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD

upon contract start and, at a minimum, annually thereafter during the term of this Agreement.

J. The HSD will have the right to terminate the contract if the Contractor or its subcontractors or Business Associates fail to provide the safeguards described above, consistent with the termination clause herein.

K. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within three (3) days of their discovery.

L. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.

M. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.

N. The HSD will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.

O. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder.

P. HSD Personally Identifiable Information (PII) cannot be accessed by HSD employees, agents, representatives, or contractors located offshore, outside of the United States

territories, embassies, or military installations. Further, HSD PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

ARTICLE 40 - CRIMINAL/CIVIL SANCTIONS

A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

ARTICLE 41 – INSPECTION

The HSD shall have the right, with 24 hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PHI and PII under this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

ARTICLE 43 - CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION TECHNOLOGY

A. The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HSD's Confidential Information or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
5. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

Exhibit A, Amended Additional Scope of Work has the following Deliverables amended or added:

- 1) Deliverable 2, Maintenance and Operations, is amended to extend services for FY20; to allow services to be provided outside the prescribed Santa Fe and Albuquerque offices; and identify quantity of resources dedicated to Maintenance and Operations (M&O) deliverable-related resources during SFY20;
- 2) Deliverable 3, ASPEN Enhancements, is amended to extend services for SFY20; to identify quantity of resources dedicated to performance of Enhancement-related services during SFY20; and to allow services to be provided outside the prescribed Santa Fe and Albuquerque offices;
- 3) Deliverable 18, Enrollment Certification, to restate the compensation amount;
- 4) Deliverable 24, Medicaid Maintenance and Operations, to increase up to six (6) staff to continue Medicaid specific M&O during SFY20; and
- 5) Add Deliverable 25, Performance Work Statement implementation in SFY20.

Exhibit J, ASPEN M&O Pass-through change request details in accordance with Article 14, of this Agreement for Change Management, Paragraph B, Change Request Process.

All other Articles, Terms, Conditions and Deliverables of PSC 16-630-4000-0001, as amended, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 2/14/2019
HSD Cabinet Secretary

By: [Signature] Date: 12 FEB 2019
Mike Phelan, Principal, Deloitte Consulting LLP

By: [Signature] Date: 2/12/19
HSD Chief Information Officer

By: [Signature] Date: 2/13/19
HSD Chief Financial Officer

Approved for legal sufficiency:

By: [Signature] Date: 2/13/19
HSD General Counsel

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:

CRS ID Number: **03-011368-00-7** Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.
By: [Signature] Date: 2-15-19
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 2-21-2019
Vincent Martinez, Acting State CIO
Department of Information Technology

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 3.20.19
Purchasing Agent for the State of New Mexico

**Exhibit A
Amended Additional Scope of Work**

Deliverable 2 – Maintenance and Operations

<p><u>Deliverable</u> Maintenance & Operations</p>	<p align="center"><u>Due Date</u></p> <p>Monthly services due no later than last business day of the month.</p>	<p align="center"><u>Compensation</u></p> <p>Not to exceed \$433,189.00 per month (prorated) inclusive of NM GRT for the period starting at contract approval to June 30, 2016. Total not to exceed \$5,198,268.00.</p> <p>Not to exceed \$431,722.00 per month inclusive of NM GRT for the period starting July 1, 2016, contract approval to June 30, 2017. Total not to exceed \$5,180,664.00.</p> <p>Not to exceed \$440,171.00 per month inclusive of NM GRT for the period starting July 1, 2017, contract approval to June 30, 2018. Total not to exceed \$5,282,052.00.</p> <p>Not to exceed \$620,901.00 per month and not to exceed \$6,357,016.40, both amounts inclusive of NM GRT, for the period starting September 1, 2018, to June 30, 2019.</p> <p>To include monthly compensation for execution of the first option year not to exceed \$467,556.83 per month inclusive of NM GRT for the period starting July 1, 2019, contract approval to June 30, 2020. Total not to exceed \$5,610,681.96.</p> <p>Total compensation for SFY16 through SFY20 inclusive of NM GRT not to exceed \$27,506,061.63.</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>Maintenance & Operations</p>	<p>General Responsibilities of the Contractor.</p>	<p>The Contractor will perform information system maintenance and operations services for ASPEN per Contractor’s January 6, 2015 proposal to support the Tasks and Goals listed in this statement of work.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including those for SDLC and change management. These services will</p>

		<p>be performed as per the staffing levels outlined in this deliverable.</p> <p>The Contractor will confirm and validate that it has performed system maintenance and operations services by delivery of a monthly report, due no later than the fifteenth business day of the month following services. Contractor will develop and submit a model report template for review to the ASPEN Bureau Chief and/or Designee. This template will be the expected format for reporting unless modified by the ASPEN Bureau Chief and/or Designee.</p> <p>This monthly report will constitute the deliverable for monthly maintenance and operations related, but not limited to, daily management of hardware and software configurations; COTS integration; capacity planning and management; planning and management of specific existing ASPEN environments; tuning; interfaces; ad-hoc reports; and rule change configurations to support known scheduled activities as determined by HSD requirements. For the purposes of this agreement, these will include, but not be limited to, areas such as:</p> <ul style="list-style-type: none"> a) Annual Federal Poverty Level (FPL) and Cost of Living Allowance (COLA) changes b) Annual Recipient Benefit Statement and 1099 production c) Patching and commercial-off-the-shelf (COTS) software related to ASPEN application as per Responsible, Accountable, Consulted, Informed (RACI) (Exhibit A-1) d) Disclosure of Information to Federal, State and Local Agencies (DIFSLA) e) Community Spouse Monthly Income Allowance (CSMIA) f) Quarterly Medicare Premium Payments g) Monthly Issuance h) Annual school subsidy for Temporary Assistance for Needy Families (TANF) recipients i) Support of Income Support Division (ISD) staff for reference table changes j) Commenting of Oracle Tables and Columns as to usage for ASPEN databases, including deprecated objects k) Creating entity relationship diagrams for existing ASPEN databases
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		<ul style="list-style-type: none"> l) Creating and maintaining logs in order to diagnose application performance problems m) Proactively managing the application tier to test and ensure proper operation and load balancing n) Perform assigned failover duties in the event of hardware failure or disaster o) Assuming all Application maintenance and operation activities for Enhancement work included in this contract (i.e., under ASPEN enhancements) p) Database Administration Tasks q) Database Changes r) WebSphere Support s) Message Queue Support t) Build Script Changes u) Daily Builds and Promotion v) Informatica Identity Resolution Support w) Data Services Support x) Opus and HPExstream Administration y) ImageNow Support z) Informatica Administration aa) Other ASPEN application COTS support bb) Framework Tools support cc) Cargo Collection and Data Access Objects Generation dd) Manage Database Replication activities ee) Support Help Desk to prioritize and resolve tickets
	<p>Schedule Control</p>	<p>Contractor will organize and manage a detailed electronic schedule to monitor all system or staff resources. Results of this tracking will be delivered weekly in a manner to be approved the ASPEN Bureau Chief and/or Designee.</p>
	<p>Work Location</p>	<p>The CONTRACTOR must provide maintenance and operations services during normal working hours (currently defined as 7:00am – 7:00pm Monday-Saturday to accommodate both HSD staff schedules and which may change as directed by HSD). Services will be provided regardless of CONTRACTOR staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p> <p>Contractor will perform any system changes or modifications in a manner that will not reduce system access during HSD client business hours unless approved by HSD representative</p>

		<p>CONTRACTOR is required to reassign, train, substitute, or modify, its staffing levels to be proficient in meeting the technology or other requirements to support ASPEN Maintenance and Operations. CONTRACTOR will assign only proficient and competent staff to maintain and operate ASPEN to specifications, as established or modified by, HSD.</p> <p>CONTRACTOR will coordinate with HSD so that staff completes required HSD security training, IRS Training, and any other relevant security and/or confidentiality training. CONTRACTOR staff must acknowledge by signature that it agrees to follow any requirements as established by HSD training. CONTRACTOR will confirm compliance of staff to HSD requirements by submitting a status of compliance report when requested by the HSD ASPEN Bureau Chief or designee. CONTRACTOR will require its staff to conduct itself in a professional manner with HSD, Federal, State, or other stakeholder related communications or interactions.</p> <p>Contractor will provide its maintenance and operations services with trained and proficient staff to meet HSD service requirements and competent to maintain ASPEN system components and underlying hardware and software to manufacturer or publisher security and operating standards.</p> <p>Contractor will maintain staff competency and proficiency to meet ongoing changes or updates in system architecture requirements.</p> <p>The Contractor will assist the HSD in determining cost allocation as required. The Contractor shall adhere to the Cost Allocation Methodology by reporting and providing guidance to the ITD Project Manager on any changes or alterations to the costs identified with development of individual program modules for the proposed system changes.</p> <p>Work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque. Work can be performed outside these prescribed offices with consideration to the following:</p> <p>Work is conducted in a Deloitte office that is in full compliance with the Privacy and Security standards of this Agreement. There will be no disturbance to current timeliness, communication, or attendance standards. HSD reserves the right to review this requirement annually and modify in writing.</p>
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		<p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>CONTRACTOR management staff will attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM.</p> <p>CONTRACTOR staff may be expected to conduct service work at these locations and observe all required security or work area requirements or standards.</p> <p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of M&O Deliverable-related services:</p> <table border="1" data-bbox="631 913 1318 1026"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>Total</td> <td>39</td> <td>27</td> <td>24</td> <td>Up to 30</td> <td>26</td> </tr> </tbody> </table> <p>Maintenance and Operations staff will work collaboratively with Enhancement staff to integrate new functionality into ASPEN.</p>		Year 1	Year 2	Year 3	Year 4	Year 5	Total	39	27	24	Up to 30	26
	Year 1	Year 2	Year 3	Year 4	Year 5									
Total	39	27	24	Up to 30	26									
	<p>Staffing Resources</p>	<p>Contractor will be responsible for maintaining ASPEN code as well as integrating enhancements work into core ASPEN application and test it for stability before moving to production consistent with enhancement requirements in this contract.</p> <p>Contractor will maintain a staff mix to support the scope of the work required in this contract. These resources will be dedicated to the performance of M&O Deliverable-related services. The deployment of these resources may be modified if approved in writing by the ASPEN Bureau Chief and/or Designee and mutually agreed by both parties.</p> <p>Contractor will coordinate and organize Maintenance and Operations staff to work collaboratively with Enhancement staff to integrate new functionality into ASPEN per conditions required by this Contract and as proposed in its proposal dated January 6, 2015.</p>												

<p>Contractor Staff Roles & Responsibilities</p>	<p>Contractor Staff</p>	<p>The Contractor will be accountable to the ASPEN Bureau Chief for work performed under this Contract. See Exhibit A-1, Responsibility Matrix Schedule, for detailed roles and responsibilities.</p> <p>The Contractor will assign staff resources, such as the Contractor’s Application Development Manager, to participate in work coordination with the ASPEN Core Team, including all activities and meetings. Additionally, other Contractor staff will participate in ASPEN Core activities and meetings as required throughout the duration of this Contract.</p> <p>Contractor will participate in any weekly status meetings to monitor and control the approved work. The intent of these meetings will be to confirm with Contractor the actual and true status of Contractor’s work and, where there are inconsistencies with Contractor’s work plans, direct Contractor to put corrective action plans in place to bring the work back on track.</p> <p>These meetings will also serve to keep all levels of HSD and Contractor management informed of work status, highlighting major issues and roadblocks requiring management involvement and/or decisions. Key Contractor staff will be required to attend these meetings.</p> <p>The Contractor shall attend and participate in all M&O-related meetings, as well as ASPEN Steering Committee meetings, if requested by the ASPEN Bureau Chief. The Contractor shall prepare materials or briefings for these meetings as requested by the ASPEN Bureau Chief.</p>
<p>Quality Assurance Methodology & Tools</p>	<p>QA Tools</p>	<p>Contractor will use quality assurance tools, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none"> 1. HP LoadRunner for load testing of the ASPEN. 2. JUnit or similar tool for creation of test cases when required by the ASPEN Bureau Chief and/or Designee for functional maintenance and additions to ASPEN. Associated test suites and test cases must be checked into the version control system and be available for execution through an automated build and test process.

		<ol style="list-style-type: none"> 3. HP QuickTest Pro (QTP) for QTP scripts to be created for user interactions related to a release, as determined by the ASPEN Bureau Chief and/or Designee. Any scripts from previous releases, along with new scripts developed for newer releases, must be executed and passed during the QAT phase of any development phase or sprint. Contractor will document and maintain scripts, in a manner to be approved by the ASPEN Bureau Chief and/or Designee, as requirements evolve. Contractor will utilize such scripts as the baseline for regression testing of the system. 4. Atlassian Clover for automated code coverage analysis for unit tests. Clover shall be implemented and utilized to test and ensure that all new enhancements and additions to ASPEN are achieving the required level of code coverage as approved by ASPEN Bureau Chief and/or Designee. 5. FindBugs as a static code analysis tool that integrates with the Eclipse IDE. It must be used on all code prior to check-in to test and verify that no static code deficiencies exist. 6. Eclipse for validation of numerous integrated validation mechanisms for Java and JSP code. All relevant validation shall be enabled in Eclipse and all warnings and errors that are detected must be remediated prior to check-in of any code changes.
	<p>Unit Testing</p>	<p>Contractor will manage and support unit testing, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none"> a) Throughout the development process the developer shall include the creation of unit test cases and test suites. b) The test cases and test suites shall be developed utilizing the JUnit API at the Release Planning Team’s discretion c) The developer must execute all unit tests and test suites associated with their code changes prior to check-in of their changes. d) Each major code change must have, at a minimum, one associated test case.

		<p>e) In order to facilitate unit testing a test harness will need to be developed and maintained that may be utilized within the test framework to obtain any necessary objects or environment conditions necessary to begin execution of a specific test case. This shall include development of object factories capable of returning necessary mock objects, creation of mock data source connections, and insertion of data into a local test database prior execution of the tests.</p> <p>f) Each unit test suite must provide a setup and teardown method that will configure the local development environment with any prerequisites for execution of the tests and confirm that the environment is returned to its initial state upon completion.</p> <p>JUnit tests must be automatically executed through an automated build and test system. This system shall generate a current build based on the latest code checked into the code repository and relevant test cases and test suites will be executed to verify that all current and previous unit tests pass. Any test failures must be automatically reported to the developer of the test via email notification. It shall be the responsibility of the developer to identify the cause of the failure, make any necessary corrections to either the original code or the test, validate that the test now passes, and check-in the corrections to the version control system.</p>
<p>Quality Assurance Process</p>	<p>Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will: Develop and document a release plan for each release to be integrated into the existing codebase and tested to conform Contractor has maintained functional correctness. Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher level environments. Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>
	<p>Regression</p>	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required</p>

		<p>or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.
	<p>Quality Assurance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps. d) Any variation from expected results shall require that the Contractor review the test scenario, review the inputs and outputs, identify a potential issue with the implementation and may potentially require creation of a Work Request if it is determined that additional development resources are required to address the deficiency. e) Contractor will adjust resources to prioritize QA testing to accommodate the highly iterative and rapid process in which Work Requests (WR) may have to be generated by the QA analysts. Contractor will promptly triage WR's in order to address any identified deficiencies to commit changes back into the code repository for retest by the QAT team.
	<p>Load/Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p>

		<ul style="list-style-type: none">a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times;b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed;c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
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Deliverable 3 – Aspen Enhancements

<p><u>Deliverable</u> ASPEN Enhancements</p>	<p><u>Due Date</u> Monthly services due no later than last business day of the month.</p>	<p><u>Compensation</u></p> <p>Monthly services due no later than last business day of the month.</p> <p>For the period beginning 07/01/2015 (or date signed by SPD, whichever is later), and ending 06/30/2019:</p> <p>Not to exceed \$655,381.00 per month (prorated) inclusive of NM GRT for the period starting at contract approval to June 30, 2016. Total not to exceed \$7,864,572.00.</p> <p>Not to exceed \$476,381.00 per month inclusive of NM GRT for the period starting July 1, 2016, contract approval to June 30, 2017. Total not to exceed \$5,716,572.00.</p> <p>Not to exceed \$505,570.00 per month inclusive of NM GRT for the period starting July 1, 2017, contract approval to June 30, 2018. Total not to exceed \$6,066,840.00.</p> <p>Not to exceed \$552,439.00 per month inclusive of NM GRT for the period starting July 1, 2018, contract approval to June 30, 2019. Total not to exceed \$6,629,268.00.</p> <p>To include monthly compensation for execution of the first option year not to exceed \$548,499.92 per month inclusive of NM GRT for the period starting July 1, 2019, contract approval to June 30, 2020. Total not to exceed \$6,581,999.04.</p> <p>Total compensation for SFY16 through SFY20 inclusive of NM GRT not to exceed \$32,859,251.04.</p>
<p>Task Item</p>	<p>Sub tasks</p>	<p>Description</p>

<p>ASPEN Enhancements</p>		<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month that documents specific activities performed by the CONTRACTOR’s staff that meets the requirements of this contract. The report will be submitted to the department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required to achieve HSD’s goals as described in this Contract. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interface must be changed to implement a system, functional, or performance requirement. Enhancements could also include changes to Hardware and/or COTS products.</p> <p>The primary drivers of enhancements may include, but not be limited to, the following:</p> <p>Implementation of new or modified functionality required to support programmatic or policy changes and/or new state or federal statutes or regulations;</p> <p>The need for operational improvements and/or efficiencies prioritized by the State;</p> <p>Major upgrades and/or replacement of one or more application components prioritized by HSD fulfill HSD, ITD or NM Department of Information Technology (DoIT) vision or mandates.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR’s proposal, and/or as required by HSD, staff levels of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p>										
	<p>Staffing</p>	<p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of Enhancements Deliverable-related services:</p> <table border="1" data-bbox="672 1822 1433 1900"> <thead> <tr> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>40</td> <td>28</td> <td>28</td> <td>28</td> <td>31</td> </tr> </tbody> </table>	Year 1	Year 2	Year 3	Year 4	Year 5	40	28	28	28	31
Year 1	Year 2	Year 3	Year 4	Year 5								
40	28	28	28	31								

Year One

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	4
Java Programmer Analysts	29
Oracle Database Administrators	2
Quality Assurance Testing Analysts	4
Total	40

Year's Two through Four

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	3
Java Programmer Analysts	20
Oracle Database Administrators	2
Quality Assurance Testing Analysts	2
Total	28

Option Year 1

Category/Staff Position	Total
Application Development Manager	1
Senior Systems/Business Analyst	3
Java Programmer Analysts	22
Oracle Database Administrators	2
Quality Assurance Testing Analysts	3
Total	31

	<p>Support Hours</p>	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p>
	<p>Work Location and Oversight</p>	<p>Work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque. Work can be performed outside these prescribed offices with consideration to the following:</p> <p>Work is conducted in a Deloitte office that is in full compliance with the Privacy and Security standards of this Agreement. There will be no disturbance to current timeliness, communication, or attendance standards. HSD reserves the right to review this requirement annually and modify in writing.</p> <p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe communicated required security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>Unit Testing</p>	<p>Contractor will include the creation, documentation, and use of unit test cases and test suites consistent with requirements established by the ASPEN Bureau Chief and/or Designee.</p> <p>Contractor must execute all unit tests and test suites associated with associated code changes prior to check-in of changes.</p> <p>Major code change must have, at a minimum, one associated test case.</p>

	<p>Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher-level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>
	<p>Regression</p>	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.
	<p>Quality Assurance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.

	<p>Load / Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
	<p>Support User Acceptance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> 1. Update the process and documentation as required as HSD business needs change; 2. Provide test data; 3. Run batch jobs as required; 4. Coordinate issue resolution between all stakeholder as required by the ASPEN Bureau Chief and/or Designee; 5. Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.

<p>Status Reporting Responsibilities of the Contractor</p>	<p>Reporting</p>	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p>
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Deliverable 18 – Enrollment Certification

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Enrollment Certification	No later than January 31, 2018.	Firm-Fixed Price Total Gross Amount: Not to exceed \$1,076,630.00 No retainage (Includes NMGRT)
Task Item	Sub Tasks	Description
Create Certification Artifacts	Eligibility and Enrollment Management Checklist (MITA)	Contractor will ensure Enrollment system compliance with Checklist requirements. Contractor will complete the CMS Certification checklist in coordination with HSD through approved certification by CMS.
	Certification Progress Report	Contractor will complete Certification Progress Report(s), as needed. Contractor will cooperate with the MMISR IV&V vendor and with other MMISR contractors, as appropriate, to complete any Enrollment-related certification submissions.
	Member Enrollment Checklist (MMIS)	Contractor will ensure Enrollment system compliance with CMS Certification Checklist requirements. Contractor will complete the CMS Certification checklist in coordination with HSD through approved certification by CMS.
Support Certification Reviews		Contractor will participate, as requested, in any CMS or NM DoIT reviews related to certification and/or to approvals of Enrollment functionality in ASPEN.

<p>Final Acceptance</p>		<p>Contractor will work with HSD to define, establish and deliver a Final System Acceptance Report</p> <p>The Contractor will fix any defects found in and/or impacting Enrollment functionality through the date of final certification by CMS. It is assumed that CMS certification for Enrollment will be completed within three months of production go live. If not, contract will need to be amended and compensation adjusted to vendor to support longer support period. Contractor will promote corrected code into production following UAT acceptance prior to final acceptance of system. These defects include any new work requests created with by this implementation that impact other areas of ASPEN system.</p>
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Deliverable 24 – Medicaid Maintenance and Operations

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Medicaid Maintenance & Operations</p>	<p>Monthly services to begin upon A4 approval, and due no later than last business day of each month.</p>	<p>Not to exceed \$152,460.00 per month and not to exceed \$1,093,795.60, both amounts inclusive of NM GRT, for the period starting September 1, 2018, to June 30, 2019.</p> <p>Not to exceed \$124,560.00 per month and not to exceed \$1,494,720.00 for SFY20 inclusive of NM GRT for SFY2020, or the period starting July 1, 2019, to June 30, 2020.</p> <p>Total compensation for SFY16 through SFY20 inclusive of NM GRT not to exceed \$2,588,515.60</p>
Task Item	Sub Tasks	Description
<p>Maintenance & Operations for Medicaid</p>	<p>General Responsibilities of the Contractor.</p>	<p>The Contractor will perform information system maintenance and operations services for ASPEN specific to Medicaid items per Contractor’s January 6, 2015 proposal to support the Tasks and Goals listed in this statement of work.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including those for SDLC and change management. These services will be performed as per the staffing levels outlined in this deliverable.</p> <p>The Contractor will confirm and validate that it has performed system maintenance and operations services by delivery of a monthly report, due no later than the fifteenth business day of the month following services. Contractor will develop and submit a model report template for review to the ASPEN Bureau Chief and/or Designee. This template will be the expected format for reporting unless modified by the ASPEN Bureau Chief and/or Designee.</p> <p>This monthly report will constitute the deliverable for monthly maintenance and operations related to Medicaid-specific needs, including ad-hoc reports; support help desk escalations and prioritization; and system defects as determined by HSD requirements.</p>

	Schedule Control	Contractor will organize and manage a detailed electronic schedule to monitor all system or staff resources included in this Deliverable. Results of this tracking will be delivered weekly in a manner to be approved the ASPEN Bureau Chief and/or Designee.										
	Staffing Resources	<p>Contractor will provide a staff as listed in the table below to support the scope of this Deliverable.</p> <p>Option Year 1</p> <table border="1" data-bbox="695 600 1369 951"> <thead> <tr> <th>Category/Staff Position</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Senior Systems/Business Analyst</td> <td>2</td> </tr> <tr> <td>Java Programmer Analysts</td> <td>3</td> </tr> <tr> <td>Quality Assurance Testing Analysts</td> <td>1</td> </tr> <tr> <td>Total</td> <td>6</td> </tr> </tbody> </table>	Category/Staff Position	Total	Senior Systems/Business Analyst	2	Java Programmer Analysts	3	Quality Assurance Testing Analysts	1	Total	6
Category/Staff Position	Total											
Senior Systems/Business Analyst	2											
Java Programmer Analysts	3											
Quality Assurance Testing Analysts	1											
Total	6											

Deliverable 25 – Performance Work Statement Deliverables (PWS)

Throughout the duration of this contract amendment period, ASPEN will require implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. The following table identifies and describes deliverables that may be delivered through a Performance Work Statement (PWS) process. The Contractor shall recommend, taking into consideration HSD input, which of these deliverables to develop in order to meet agency goals and objectives as defined by Agency Strategic Plans, Federal, State, and Court Ordered authorities. The objective of this approach is to enable the Contractor to provide the highest value and most relevant input within available funding.

Work within Deliverable 25 will be managed using a PWS and process. For each deliverable the Contractor and HSD agree to undertake, the Contractor shall document a concise (1 to 1-1/2 page) PWS covering the following elements:

- A. Task Name
- B. Task Purpose
- C. Task Approach
- D. Deliverable/Work Product
- E. Schedule
- F. Resources (specific staff, hours, price/staff member, total price)
- G. Completion Criteria

The Contractor shall review the PWS with HSD, revise if necessary, and both HSD and the Contractor shall sign the PWS before work begins. Each PWS task will be managed as a time-

and-materials not-to-exceed deliverable. Upon deliverable acceptance, the Contractor shall invoice HSD for either the total hours worked (if they do not exceed the agreed upon not-to-exceed price), or for the total not-to-exceed price (if Contractor costs meet or exceed their proposed budget for the work).

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
PWS Deliverables	As Agreed Upon through PWS	Effective upon approval by SPD beginning July 1, 2019 ending June 30, 2020, not to Exceed \$4,000,000 inclusive of NM GRT.
Task Item	Sub Tasks	Description
PWS Deliverables	Professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service program	<p>The Procuring Agency will identify and prioritize work consistent with its business requirements and goals and/or external regulatory requirements. Work will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The Contractor shall design, develop, and implement a solution and will provide experienced staff to execute services as approved and communicated by the PWS process.</p>
	Ad hoc reporting & Analysis	<p>Dedicated staff to provide ad hoc reporting support to HSD.</p> <p>The work performed by these resources may include for each ad hoc request:</p> <ul style="list-style-type: none"> • Analyzing ad hoc request; • Confirming understanding of requirements with the requestor; • Identifying and creating test data; • Developing the query in the development environment, and executing and testing the query; • Following the process to run the query in production data; • Verifying the results and formatting the results per request; and • Supporting follow-up clarifications.

Exhibit J**Reconciliation of Contractual Change Requests for ASPEN Pass-Through Services**

The overall compensation (the “Amended Base Amount”) is increased accordingly, as consistent with Exhibit A, Deliverable Seven – ASPEN Service Support Pass Through to reconcile \$13,770,165.28, as expended through Change Order letters (SFY17-001; SFY18-001 thru 004; and SFY19-001 thru 003). The Contractor provided work-related reports and deliverables in accordance with established practices for subject contract. Contractor invoices were received within 30 days after receiving ASPEN Project Manager, HSD/ITD, approval of expenditures under said Change Order, in accordance with specific requirements presented in the attached statement of work.

CONTRACTUAL CHANGE REQUEST or CHANGE ORDER DETAILS

Change Request	Purpose	Amount Paid
CO SFY17-001	Dedicated staff to provide ad hoc reporting support to HSD Income Support Division (ISD); DHG lawsuit-related work analysis and planning; DHG-related ASPEN changes/fixes.	\$2,100,000.00
CO SFY18-001	Extend for the period of July 1, 2017 until June 30, 2018, dedicated staff to provide ad hoc reporting support to HSD Income Support Division (ISD); DHG lawsuit-related work analysis and planning; DHG-related ASPEN changes/fixes.	\$4,100,000.00
CO SFY18-002	Extend for the period of October 1, 2017 until December 31, 2017, dedicated staff to implement change requests to implement SNAP E& T Program Monitoring, Oversight and Reporting Measures.	\$850,000.00
CO SFY18-003	Dedicated staff to work on LIHEAP related Work Requests and Change Requests in ASPEN.	\$2,000,000.00
CO SFY18-004	Dedicated staff to work on Enrollment-related Change Requests in ASPEN.	\$777,889.02
CO SFY19-001	Dedicated staff to work on Enrollment-related Change Requests in ASPEN.	\$1,692,276.26
CO SFY19-002	Extend for the period of July 1, 2018 until June 30, 2019, dedicated staff to provide DHG lawsuit-related work analysis and planning and DHG-related ASPEN changes/fixes.	\$2,000,000.00
CO SFY19-003	Update to the ASPEN Base System Documentation & Concept of Operations.	\$250,000.00
8	Totals	\$13,770,165.28



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000006483
Deloitte Consulting, LLP
215 Lincoln Avenue, Suite 205
Santa Fe, NM 87501

Telephone No. (214) 893-7253

Price Agreement Number: 50-630-14-27039

Price Agreement Amendment No.: Four

Term: July 1, 2015 – June 30, 2019

Ship To:
New Mexico Human Services Department
1301 Siler Road, Building B&C
Santa Fe NM 87501

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521
eMail: DebraS.Saiz@state.nm.us

Invoice:
As Requested

Title: Aspen Maintenance and Operations Information Training

This Contract Agreement Amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- **Modify Article 1 – Definitions:** to update Contract manager from Kathy Martinez, ASPEN Bureau Chief to Karmela Martinez, ASPEN IT Owner; update Laura Eaton, IT Project manager to Michael Yee, IT Project Manger
- **Modify Article 3 – Compensation:** to clarify the role of the retainage in Deliverable 23. Future deliverables may include retainage if defined in the deliverable scope.
- **Modify Article 29 – Notices:** for Procuring Agency contact Karmela Martinez, ASPEN IT Owner.
- **Modify Exhibit A – Scope of Work:** Deliverables 2 and 24 (*See attached Contract Amendment).

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/24/2018

nm

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 4

SPD Contract No. 50-630-14-27039

THIS Amendment No. 4 to Professional Services Contract (PSC) 50-630-14-27039 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- 1) Amend ARTICLE 1 – DEFINITIONS to update Contract Manager from Kathy Martinez, ASPEN Bureau Chief to Karmela Martinez, ASPEN IT Owner; Update Laura Eaton, IT Project Manager to Michael Yee, IT Project Manager.
- 2) Amend ARTICLE 3 – COMPENSATION to clarify the role of retainage in Deliverable 23. Future deliverables may include retainage if defined in the deliverable scope.
- 3) Amend ARTICLE 29 – NOTICES for Procuring Agency contact to Karmela Martinez, ASPEN IT Owner.
- 4) Amend Exhibit A, Scope of Work, Deliverable 2, Maintenance & Operations to increase Year 4 staffing from 24 to up to 30, by the addition of up to six (6) resources and increase compensation for SFY2019. These resource additions are in support of technical complexity introduced into ASPEN with Amendment 3, recognizing that Amendment 3 did not include additional resources for Maintenance and Operations.
- 5) Add Exhibit A, Scope of Work, Deliverable 24 to add Year 4 staffing for up to six (6) resources that will work on Maintenance and Operations specific to Medicaid. These resource additions are to expedite critical Medicaid-specific work requests, recognizing that the Medicaid Enrollment functionality introduced into ASPEN with Amendment 3 resulted in additional Maintenance and Operations burden specific to Medicaid.

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 – DEFINITIONS, terms “Contract Manager” and “Project Manager”, are amended to read as follows:

“Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **Karmela Martínez, ASPEN IT Owner**, or his/her Designated Representative.

“Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **Michael Yee, IT Project Manager** or his/her Designated Representative.

ARTICLE 3 - COMPENSATION, Paragraph D, is amended to read as follows:

- D. Retainage. The parties agree there is no retainage, unless retainage is agreed upon by both parties via an Amendment, in accordance with Article 25 in this Agreement, for new or existing deliverables.

ARTICLE 29 – NOTICES, is amended to read as follows:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Karmela Martinez
ASPEN Bureau Chief
1301 Siler Road Suite B/C
Santa Fe, New Mexico 87507

For CONTRACTOR

Deloitte Consulting LLP
Attn: Michael Phelan, Principal
150 Washington Avenue, Suite 300
Santa Fe, NM 87501
214.840.1890
miphelan@deloitte.com

Any change to the Notice individual or the address, shall be effective only in writing.

Exhibit-A, Amended Additional Scope of Work, Deliverable 2, Maintenance & Operations, is amended to update the Work Location subtask with up to six additional resources for SFY 2019 and Compensation updated for SFY 2019, attached hereto and referenced in this Amendment. These additional resources will be shared across Deliverable 2 and Deliverable 24, and across both Deliverables their effort shall not exceed that of six total resources.

Exhibit-A, Amended Additional Scope of Work, Deliverable 24, Medicaid Maintenance & Operations, is added to include up to six additional resources specific to Medicaid Maintenance and Operations tasks for SFY 2019 and related Compensation updated for SFY 2019, attached hereto and referenced in this Amendment. These additional resources will be shared across Deliverable 2 and Deliverable 24, and across both Deliverables their effort shall not exceed that of six total resources.

All other Articles, Terms, Conditions and Deliverables of PSC 16-630-4000-0001, as amended, remain the same.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: 
Brent Earnest, HSD Cabinet Secretary

Date: 9/21/18

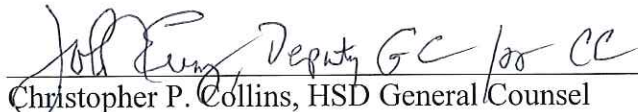
By: 
Mike Phelan, Principal, Deloitte Consulting LLP

Date: 27 AUGUST 2018

By: 
Sean Pearson, HSD, Chief Information Officer

Date: 8/30/18

Approved for legal sufficiency:

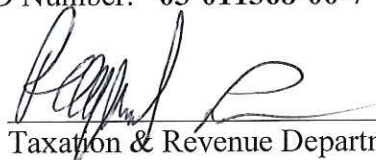
By: 
Christopher P. Collins, HSD General Counsel

Date: 9/11/18

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:


CRS ID Number: **03-011368-00-7**

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

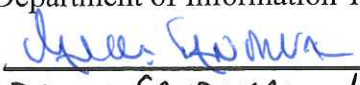
By: 
Taxation & Revenue Department

Date: 9/24/18

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:


By: 
~~Darryl Ackley, Secretary~~ Maria R. Sanchez, State CIO
Department of Information Technology

Date: Oct 5 2018

By: 
DANNY SANDOVAL, MSD CFO

Date: Oct 5 2018

This Agreement has been approved by the State Purchasing Division:

By: 
Purchasing Agent for the State of New Mexico

Date: 10/24/2018

Amended Exhibit A – Deliverable 2

Deliverable Two – Maintenance and Operations

<p><u>Deliverable</u> Maintenance & Operations</p>		<p><u>Due Date</u></p> <p>Monthly services due no later than last business day of the month.</p>	<p><u>Compensation</u></p> <p>Not to exceed \$433,189.00 per month (prorated) inclusive of NM GRT for the period starting at contract approval to June 30, 2016. Total not to exceed \$5,198,268.00.</p> <p>Not to exceed \$431,722.00 per month inclusive of NM GRT for the period starting July 1, 2016, contract approval to June 30, 2017. Total not to exceed \$5,180,664.00.</p> <p>Not to exceed \$440,171.00 per month inclusive of NM GRT for the period starting July 1, 2017, contract approval to June 30, 2018. Total not to exceed \$5,282,052.00.</p> <p>Not to exceed \$620,901.00 per month inclusive of NM GRT for the period starting July 1, 2018, contract approval to June 30, 2019. Total not to exceed \$6,357,016.40.</p> <p>Total amount of compensation not to exceed \$22,018,000.40.</p>
Task Item	Sub Tasks	Description	
<p>Maintenance & Operations</p>	<p>General Responsibilities of the Contractor.</p>	<p>The Contractor will perform information system maintenance and operations services for ASPEN per Contractor’s January 6, 2015 proposal to support the Tasks and Goals listed in this statement of work.</p>	

		<p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including those for SDLC and change management. These services will be performed as per the staffing levels outlined in this deliverable.</p> <p>The Contractor will confirm and validate that it has performed system maintenance and operations services by delivery of a monthly report, due no later than the fifteenth business day of the month following services. Contractor will develop and submit a model report template for review to the ASPEN Bureau Chief and/or Designee. This template will be the expected format for reporting unless modified by the ASPEN Bureau Chief and/or Designee.</p> <p>This monthly report will constitute the deliverable for monthly maintenance and operations related, but not limited to, daily management of hardware and software configurations; COTS integration; capacity planning and management; planning and management of specific existing ASPEN environments; tuning; interfaces; ad-hoc reports; and rule change configurations to support known scheduled activities as determined by HSD requirements. For the purposes of this agreement, these will include, but not be limited to, areas such as:</p> <ul style="list-style-type: none">a) Annual Federal Poverty Level (FPL) and Cost of Living Allowance (COLA) changesb) Annual Recipient Benefit Statement and 1099 productionc) Patching and commercial-off-the-shelf (COTS) software related to ASPEN application as per Responsible, Accountable, Consulted, Informed (RACI) (Exhibit A-1)d) Disclosure of Information to Federal, State and Local Agencies (DIFSLA)e) Community Spouse Monthly Income Allowance (CSMIA)f) Quarterly Medicare Premium Paymentsg) Monthly Issuanceh) Annual school subsidy for Temporary Assistance for Needy Families (TANF) recipientsi) Support of Income Support Division (ISD) staff for reference table changes
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		<ul style="list-style-type: none"> j) Commenting of Oracle Tables and Columns as to usage for ASPEN databases, including deprecated objects k) Creating entity relationship diagrams for existing ASPEN databases l) Creating and maintaining logs in order to diagnose application performance problems m) Proactively managing the application tier to test and ensure proper operation and load balancing n) Perform assigned failover duties in the event of hardware failure or disaster o) Assuming all Application maintenance and operation activities for Enhancement work included in this contract (i.e., under ASPEN enhancements) p) Database Administration Tasks q) Database Changes r) Websphere Support s) Message Queue Support t) Build Script Changes u) Daily Builds and Promotion v) Informatica Identity Resolution Support w) Data Services Support x) Opus and HPExstream Administration y) ImageNow Support z) Informatica Administration aa) Other ASPEN application COTS support bb) Framework Tools support cc) Cargo Collection and Data Access Objects Generation dd) Manage Database Replication activities ee) Support Help Desk to prioritize and resolve tickets
	<p>Schedule Control</p>	<p>Contractor will organize and manage a detailed electronic schedule to monitor all system or staff resources. Results of this tracking will be delivered weekly in a manner to be approved the ASPEN Bureau Chief and/or Designee.</p>
	<p>Work Location</p>	<p>The CONTRACTOR must provide maintenance and operations services during normal working hours (currently defined as 7:00am – 7:00pm Monday-Saturday to</p>

		<p>accommodate both HSD staff schedules and which may change as directed by HSD). Services will be provided regardless of CONTRACTOR staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p> <p>Contractor will perform any system changes or modifications in a manner that will not reduce system access during HSD client business hours unless approved by HSD representative</p> <p>CONTRACTOR is required to reassign, train, substitute, or modify, its staffing levels to be proficient in meeting the technology or other requirements to support ASPEN Maintenance and Operations. CONTRACTOR will assign only proficient and competent staff to maintain and operate ASPEN to specifications, as established or modified by, HSD.</p> <p>CONTRACTOR will coordinate with HSD so that staff completes required HSD security training, IRS Training, and any other relevant security and/or confidentiality training. CONTRACTOR staff must acknowledge by signature that it agrees to follow any requirements as established by HSD training. CONTRACTOR will confirm compliance of staff to HSD requirements by submitting a status of compliance report when requested by the HSD ASPEN Bureau Chief or designee. CONTRACTOR will require its staff to conduct itself in a professional manner with HSD, Federal, State, or other stakeholder related communications or interactions.</p> <p>Contractor will provide its maintenance and operations services with trained and proficient staff to meet HSD service requirements and competent to maintain ASPEN system componenets and underlying hardware and software to manufacturer or publisher security and operating standards.</p> <p>Contractor will maintain staff competency and proficiency to meet ongoing changes or updates in system architecture requirements.</p> <p>The Contractor will assist the HSD in determining cost allocation as required. The Contractor shall adhere to the Cost Allocation Methodology by reporting and providing guidance to the ITD Project Manager on any changes or</p>
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		<p>alterations to the costs identified with development of individual program modules for the proposed system changes.</p> <p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>CONTRACTOR management staff will attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe all required security or work area requirements or standards.</p> <p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of M&O Deliverable-related services:</p> <table border="1" data-bbox="641 1197 1339 1276"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> </tr> </thead> <tbody> <tr> <td>Total</td> <td>39</td> <td>27</td> <td>24</td> <td>Up to 30</td> </tr> </tbody> </table> <p>Maintenance and Operations staff will work collaboratively with Enhancement staff to integrate new functionality into ASPEN.</p>		Year 1	Year 2	Year 3	Year 4	Total	39	27	24	Up to 30
	Year 1	Year 2	Year 3	Year 4								
Total	39	27	24	Up to 30								
	<p>Staffing Resources</p>	<p>Contractor will be responsible for maintaining ASPEN code as well as integrating enhancements work into core ASPEN application and test it for stability before moving to production consistent with enhancement requirements in this contract.</p> <p>Contractor will maintain a staff mix to support the scope of the work required in this contract. These resources will be dedicated to the performance of M&O Deliverable-related services. The deployment of these resources may be</p>										

		<p>modified if approved in writing by the ASPEN Bureau Chief and/or Designee and mutually agreed by both parties.</p> <p>Contractor will coordinate and organize Maintenance and Operations staff to work collaboratively with Enhancement staff to integrate new functionality into ASPEN per conditions required by this Contract and as proposed in its proposal dated January 6, 2015.</p>
Contractor Staff Roles & Responsibilities	Contractor Staff	<p>The Contractor will be accountable to the ASPEN Bureau Chief for work performed under this Contract. See Exhibit A-1, Responsibility Matrix Schedule, for detailed roles and responsibilities.</p> <p>The Contractor will assign staff resources, such as the Contractor's Application Development Manager, to participate in work coordination with the ASPEN Core Team, including all activities and meetings. Additionally, other Contractor staff will participate in ASPEN Core activities and meetings as required throughout the duration of this Contract.</p> <p>Contractor will participate in any weekly status meetings to monitor and control the approved work. The intent of these meetings will be to confirm with Contractor the actual and true status of Contractor's work and, where there are inconsistencies with Contractor's work plans, direct Contractor to put corrective action plans in place to bring the work back on track.</p> <p>These meetings will also serve to keep all levels of HSD and Contractor management informed of work status, highlighting major issues and roadblocks requiring management involvement and/or decisions. Key Contractor staff will be required to attend these meetings.</p> <p>The Contractor shall attend and participate in all M&O-related meetings, as well as ASPEN Steering Committee meetings, if requested by the ASPEN Bureau Chief. The Contractor shall prepare materials or briefings for these meetings as requested by the ASPEN Bureau Chief.</p>
Quality Assurance	QA Tools	<p>Contractor will use quality assurance tools, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools may</p>

<p>Methodology & Tools</p>		<p>change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none"> 1. HP Loadrunner for load testing of the ASPEN. 2. JUnit or similar tool for creation of test cases when required by the ASPEN Bureau Chief and/or Designee for functional maintenance and additions to ASPEN. Associated test suites and test cases must be checked into the version control system and be available for execution through an automated build and test process. 3. HP QuickTest Pro (QTP) for QTP scripts to be created for user interactions related to a release, as determined by the ASPEN Bureau Chief and/or Designee. Any scripts from previous releases, along with new scripts developed for newer releases, must be executed and passed during the QAT phase of any development phase or sprint. Contractor will document and maintain scripts, in a manner to be approved by the ASPEN Bureau Chief and/or Designee, as requirements evolve. Contractor will utilize such scripts as the baseline for regression testing of the system. 4. Atlassian Clover for automated code coverage analysis for unit tests. Clover shall be implemented and utilized to test and ensure that all new enhancements and additions to ASPEN are achieving the required level of code coverage as approved by ASPEN Bureau Chief and/or Designee. 5. FindBugs as a static code analysis tool that integrates with the Eclipse IDE. It must be used on all code prior to check-in to test and verify that no static code deficiencies exist. 6. Eclipse for validation of numerous integrated validation mechanisms for Java and JSP code. All relevant validation shall be enabled in Eclipse and all warnings and errors that are detected must be remediated prior to check-in of any code changes.
	<p>Unit Testing</p>	<p>Contractor will manage and support unit testing, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools</p>

		<p>may change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ul style="list-style-type: none">a) Throughout the development process the developer shall include the creation of unit test cases and test suites.b) The test cases and test suites shall be developed utilizing the JUnit API at the Release Planning Team's discretionc) The developer must execute all unit tests and test suites associated with their code changes prior to check-in of their changes.d) Each major code change must have, at a minimum, one associated test case.e) In order to facilitate unit testing a test harness will need to be developed and maintained that may be utilized within the test framework to obtain any necessary objects or environment conditions necessary to begin execution of a specific test case. This shall include development of object factories capable of returning necessary mock objects, creation of mock data source connections, and insertion of data into a local test database prior execution of the tests.f) Each unit test suite must provide a setup and teardown method that will configure the local development environment with any prerequisites for execution of the tests and confirm that the environment is returned to its initial state upon completion. <p>JUnit tests must be automatically executed through an automated build and test system. This system shall generate a current build based on the latest code checked into the code repository and relevant test cases and test suites will be executed to verify that all current and previous unit tests pass. Any test failures must be automatically reported to the developer of the test via email notification. It shall be the responsibility of the developer to identify the cause of the failure, make any necessary corrections to either the original code or the test, validate that the test now passes, and check-in the corrections to the version control system.</p>
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<p>Quality Assurance Process</p>	<p>Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebase and tested to conform Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>
	<p>Regression</p>	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.
	<p>Quality Assurance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.

		<p>d) Any variation from expected results shall require that the Contractor review the test scenario, review the inputs and outputs, identify a potential issue with the implementation and may potentially require creation of a Work Request if it is determined that additional development resources are required to address the deficiency.</p> <p>e) Contractor will adjust resources to prioritize QA testing to accommodate the highly iterative and rapid process in which Work Requests (WR) may have to be generated by the QA analysts. Contractor will promptly triage WR's in order to address any identified deficiencies to commit changes back into the code repository for retest by the QAT team.</p>
	<p>Load/ Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.

<p>Ongoing Application Maintenance and Support</p>		<p>The Contractor will provide immediate support for critical production incidents through various escalation sources including, but not limited to, immediate phone calls and email to ASPEN HSD Help Desk staff, the ASPEN Bureau Chief and the ISD Business owner when required, collecting appropriate incident information and durations from various sources (such as error logs, help</p>
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		<p>desk staff, etc.) and then reporting to HSD to provide a holistic view of the interruptions and the overall user experience of the ASPEN application.</p> <p>The Contractor will monitor help desk incident trends in order to identify issues that may affect users in the production environment. The Contractor shall research potential system problems, identify anomalies, and coordinate with the HSD to investigate related issues.</p>
<p>Incident Resolution and Help Desk Support</p>	<p>1. Help Desk Support Staffing</p>	<p>HSD staff is the primary ASPEN Help Desk support.</p> <p>The contractor shall dedicate a team of professionals, as listed in “Section 2_02_Appendix 1-E_Staff Worksheet.docx” of the Contractor’s proposal, who possess in-depth knowledge of the ASPEN application, and a follow a structured response process using the Cherwell system.</p> <p>The Contractor’s functional leads shall assist the State to prioritize the issues causing the highest number of incidents, therefore providing the ability to permanently resolve critical issues and improve the overall system accuracy and stability.</p> <p>The Contractor shall follow the HSD’s existing incident resolution approach that involves close coordination among the State, field workers, and other HSD help desks to help the HSD achieve goals of high worker satisfaction, reduced workload and the issuance of timely and accurate benefits to clients. Work closely with the State to refine processes that enable:</p> <ul style="list-style-type: none"> • More efficient incident resolution processes • Useful training materials and/or wizards that are made available to the ASPEN users • Prioritization of issues that the local offices are most concerned about
	<p>2. Incident Resolution</p>	<p>The contractor shall use HSD’s designated systems for incident, request, problem, and change incidents. The following steps summarize key steps that the Contractor shall follow for effective incident resolution after the Cherwell incident has been entered in the Cherwell tool and assigned an initial severity level based on business</p>

	<p>impact:</p> <ul style="list-style-type: none"> • Gather additional information, which may be required to resolve the incident by contacting the initiator and functional and business leads • Analyze the problem to understand what is causing the initiator from achieving the expected results • Assign the incident to the appropriate team • Revisit severity to dial up or dial down the severity based on input and the mutual decision of reviewers of the incident from Contractor and State teams • Assign category to the incident based on a defined set of standard categories that help establish trends for management review • Resolve or develop a Corrective Action Plan for resolution and track the incident until it is resolved. Test the potential resolution to address the expected result by the user in a lower ASPEN environment, if possible, to confirm that it achieves the end result expected by the initiator. • Evaluate if a long-term solution is required and route the incident post resolution to the development team. Identify the root cause of the issue and refer actions that require application maintenance to the release planning team. <p>Contractor shall use the reporting features of the Cherwell tool as well as documentation from the status reports to evaluate trends on incidents reported, the turnaround time of incident investigation, and the nature of incidents to identify opportunities for process improvements</p> <p>Contractor shall meet regularly with HSD staff, to expand the system functionality knowledge of State staff and equip them with the tools to resolve both emergent and non-emergent incidents more effectively and efficiently.</p>
<p>3. Help Desk Support</p>	<p>The Contractor shall offer their functional knowledge and experience to assist the Help Desk staff with their daily activities by providing high standards of support and facilitating the flow of issues, incidents, and requests for rapid and effective resolution to provide broad coverage and inclusive responses.</p> <p>The Contractor shall leverage their functional experience and knowledge to assist HSD and ITD staff</p>

	<p>with the resolution of second line support Cherwell incidents which enhances the knowledge and ability of the State resources to provide improved customer service.</p> <p>The Contractor shall monitor both priority and non-priority incidents to confirm that they have assigned sufficient staff resources to resolve these incidents in a timely manner. The contractor shall shift other resources to their Cherwell support teams as necessary to improve application stability and work towards a gradual decline in Cherwell incidents.</p>
	<p>The Contractor's functional leads shall assist the State to prioritize the issues causing the highest number of Cherwell incidents, therefore providing the ability to permanently resolve critical issues and improve the overall system accuracy and stability.</p> <p>The Contractor shall monitor the issue trends for Cherwell incidents that are resolved to categorize and group the issues. These issues shall be sent to the application development functional leads for analysis. Issues that require application maintenance shall be referred to the release planning team for prioritization in an emergency or scheduled release.</p> <p>Due to the critical need for the reduction in outstanding work requests, break-fix activities and Cherwell incidents, the Contractor shall allocate appropriate resources to their incident resolution teams.</p> <p>The Contractor shall assist the State in developing a process for the categorization of incidents. This shall improve the ability to target resources in the areas needed to control backlog growth.</p> <p>To reduce incidents related to user error, the Contractor shall continually endeavor to understand the needs of ASPEN users.</p> <p>The Contractor shall offer additional support to the help desk by communicating changes to ASPEN functionality or identification of application issues. By keeping the help desk informed, they can then convey this information to the field and better assist ASPEN users with issues, which in turn shall help to reduce the overall number of Cherwell incidents that are created.</p>

		<p>The Contractor shall monitor the influx of Cherwell incidents and track any trends that are seen from the review of these incidents. When individual incidents are resolved, identified issues will be tracked and communicated to HSD, Contractor functional leads and Contractor management so that they can be prioritized for release. The permanent solution to the issue then will be scoped for either an immediate or scheduled release. The purpose of this process is that identified trends are communicated to the State so they will be addressed.</p> <p>The Contractor is responsible for providing desktop support services to their staff.</p>
<p>Status Reporting Responsibilities of the Contractor</p>	<p>Reporting</p>	<p>For purposes of this requirement, the Contractor will:</p> <p>Develop a monthly status report template (to be submitted for review and approval by the ASPEN Bureau Chief and/or Designee) detailing Contractor's work related to maintenance and operations work. The template will be used as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p> <p>The Contractor will maintain an online status dashboard, provided by HSD, that will be used during status meetings and develop historical reporting as needed. Contractor will update the dashboard weekly, due no later than 11am every Friday.</p> <p>The status dashboard shall include the following information (which may be modified as defined by the ASPEN Bureau Chief and/or Designee:</p> <ol style="list-style-type: none"> 1. Overall completion status of the work in terms of the HSD approved project work plan and schedule; 2. Accomplishments during the period, including HSD staff/stakeholders interviewed, meetings

		<p>held, JAD sessions and conclusions/decisions determined;</p> <ol style="list-style-type: none">3. Upcoming Milestones, completed Milestones, slipping Milestones;4. Problems encountered and proposed/actual resolutions;5. What is to be accomplished during the next reporting period;6. Issues that need to be addressed, including Contractual items;7. Quality Assurance status;8. Updated work time line showing percentage completed, high level tasks assigned, completed and remaining and Milestone variance;9. Identification of schedule slippage and strategy for resolution;10. Contractor staff assigned, their locations and schedules;11. HSD resources required for activities during the next time period;12. Resource allocation percentages including planned versus actual by Milestone.13. The Help Desk Support section of the Monthly Status report shall provide details on activities related to incident resolution and help desk management support, and may include performance metrics that are readily available, such as response times, resolution times, or other efficiencies at the discretion of the ASPEN Bureau Chief and/or Designee. A Weekly Incident Resolution graph shall provide HSD management a snapshot view of incidents resolved by the Production Support Team organized by priority (low, medium, or high) on a weekly basis over the prior month.
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Added Exhibit A – Deliverable 24

Deliverable Twenty Four – Medicaid Maintenance and Operations

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Medicaid Maintenance & Operations	Monthly services to begin upon A4 approval, and due no later than last business day of each month.	Not to exceed \$152,460.00 per month inclusive of NM GRT for the period starting July 1, 2018, contract approval to June 30, 2019. Total for SFY 2019 not to exceed \$1,093,795.60 inclusive of NM GRT.
Task Item	Sub Tasks	Description
Maintenance & Operations for Medicaid	General Responsibilities of the Contractor.	<p>The Contractor will perform information system maintenance and operations services for ASPEN specific to Medicaid items per Contractor’s January 6, 2015 proposal to support the Tasks and Goals listed in this statement of work.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including those for SDLC and change management. These services will be performed as per the staffing levels outlined in this deliverable.</p> <p>The Contractor will confirm and validate that it has performed system maintenance and operations services by delivery of a monthly report, due no later than the fifteenth business day of the month following services. Contractor will develop and submit a model report template for review to the ASPEN Bureau Chief and/or Designee. This template will be the expected format for reporting unless modified by the ASPEN Bureau Chief and/or Designee.</p> <p>This monthly report will constitute the deliverable for monthly maintenance and operations related to Medicaid-specific needs, including ad-hoc reports; support help desk escalations and prioritization; and system defects as determined by HSD requirements.</p>

	Schedule Control	Contractor will organize and manage a detailed electronic schedule to monitor all system or staff resources included in this Deliverable. Results of this tracking will be delivered weekly in a manner to be approved the ASPEN Bureau Chief and/or Designee.
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	Work Location	<p>The CONTRACTOR must provide maintenance and operations services for Medicaid during normal working hours (currently defined as 7:00am – 7:00pm Monday-Saturday to accommodate both HSD staff schedules and which may change as directed by HSD). Services will be provided regardless of CONTRACTOR staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p> <p>Contractor will perform any system changes or modifications in a manner that will not reduce system access during HSD client business hours unless approved by HSD representative</p> <p>CONTRACTOR is required to reassign, train, substitute, or modify, its staffing levels to be proficient in meeting the technology or other requirements to support ASPEN Maintenance and Operations for Medicaid-specific activities. CONTRACTOR will assign only proficient and competent staff to maintain and operate ASPEN to specifications, as established or modified by, HSD.</p> <p>CONTRACTOR will coordinate with HSD so that staff completes required HSD security training, IRS Training, and any other relevant security and/or confidentiality training. CONTRACTOR staff must acknowledge by signature that it agrees to follow any requirements as established by HSD training. CONTRACTOR will confirm compliance of staff to HSD requirements by submitting a status of compliance report when requested by the HSD ASPEN Bureau Chief or designee.</p> <p>CONTRACTOR will require its staff to conduct itself in a professional manner with HSD, Federal, State, or other stakeholder related communications or interactions.</p> <p>Contractor will provide its maintenance and operations services with trained and proficient staff to meet HSD service requirements and competent to maintain ASPEN system components and underlying hardware and software to manufacturer or publisher security and operating standards.</p> <p>Contractor will maintain staff competency and proficiency to meet ongoing changes or updates in system architecture requirements.</p> <p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p>
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	<p>HSD will provide CONTRACTOR personnel with four offices to use as needed at 1301 Siler Road, Suite B/C, Santa Fe, NM.</p> <p>CONTRACTOR management staff will attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe all required security or work area requirements or standards.</p> <p>Contractor will provide a staff by year as listed in the table below to support the scope of this Deliverable. These resources will be dedicated to the performance of M&O-for-Medicaid-Deliverable-related services:</p> <table border="1" data-bbox="690 934 1388 1018"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> </tr> </thead> <tbody> <tr> <td>Total</td> <td>0</td> <td>0</td> <td>0</td> <td>Up to 6</td> </tr> </tbody> </table> <p>Maintenance and Operations for Medicaid staff will work collaboratively with Maintenance and Operations Enhancement staff to integrate new functionality into ASPEN.</p>		Year 1	Year 2	Year 3	Year 4	Total	0	0	0	Up to 6
	Year 1	Year 2	Year 3	Year 4							
Total	0	0	0	Up to 6							

	Staffing Resources	<p>Contractor will be responsible for maintaining ASPEN code as well as integrating enhancements work into core ASPEN application and test it for stability before moving to production consistent with enhancement requirements in this contract.</p> <p>Contractor will maintain a staff mix to support the scope of the work required in this contract. These resources will be dedicated to the performance of M&O-for-Medicaid-Deliverable-related services. The deployment of these resources may be modified if approved in writing by the ASPEN Bureau Chief and/or Designee and mutually agreed by both parties.</p> <p>Contractor will coordinate and organize Maintenance and Operations for Medicaid staff to work collaboratively with Maintenance and Operations and Enhancement staff to integrate new functionality into ASPEN per conditions required by this Contract and as proposed in its proposal dated January 6, 2015.</p>
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Contractor Staff Roles & Responsibilities	Contractor Staff	<p>The Contractor will be accountable to the ASPEN Bureau Chief for work performed under this Contract. See Exhibit A-1, Responsibility Matrix Schedule, for detailed roles and responsibilities. Specifically, Items 37, 38, 44, 45, and 59 may have Medicaid-only elements whose work is in the scope of this Deliverable.</p> <p>The Contractor will assign staff resources, such as the Contractor's Application Development Manager, to participate in work coordination with the ASPEN Core Team, including all activities and meetings. Additionally, other Contractor staff will participate in ASPEN Core activities and meetings as required throughout the duration of this Contract.</p> <p>Contractor will participate in any weekly status meetings to monitor and control the approved work. The intent of these meetings will be to confirm with Contractor the actual and true status of Contractor's work and, where there are inconsistencies with Contractor's work plans, direct Contractor to put corrective action plans in place to bring the work back on track.</p> <p>These meetings will also serve to keep all levels of HSD and Contractor management informed of work status, highlighting major issues and roadblocks requiring management involvement and/or decisions. Key Contractor staff will be required to attend these meetings.</p> <p>The Contractor shall attend and participate in all M&O-for-Medicaid-related meetings, if requested by the ASPEN Bureau Chief. The Contractor shall prepare materials or briefings for these meetings as requested by the ASPEN Bureau Chief.</p>
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Quality Assurance Methodology & Tools	QA Tools	<p>Contractor will use quality assurance tools, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ol style="list-style-type: none">1. HP Loadrunner for load testing of the ASPEN.2. JUnit or similar tool for creation of test cases when required by the ASPEN Bureau Chief and/or Designee for functional maintenance and additions to ASPEN. Associated test suites and test cases must be checked into the version control system and be available for execution through an automated build and test process.3. HP QuickTest Pro (QTP) for QTP scripts to be created for user interactions related to a release, as determined by the ASPEN Bureau Chief and/or Designee. Any scripts from previous releases, along with new scripts developed for newer releases, must be executed and passed during the QAT phase of any development phase or sprint. Contractor will document and maintain scripts, in a manner to be approved by the ASPEN Bureau Chief and/or Designee, as requirements evolve. Contractor will utilize such scripts as the baseline for regression testing of the system.4. Atlassian Clover for automated code coverage analysis for unit tests. Clover shall be implemented and utilized to test and ensure that all new enhancements and additions to ASPEN are achieving the required level of code coverage as approved by ASPEN Bureau Chief and/or Designee.5. FindBugs as a static code analysis tool that integrates with the Eclipse IDE. It must be used on all code prior to check-in to test and verify that no static code deficiencies exist.6. Eclipse for validation of numerous integrated validation mechanisms for Java and JSP code. All relevant validation shall be enabled in Eclipse and all warnings and errors that are detected must be remediated prior to check-in of any code changes.
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	Unit Testing	<p>Contractor will manage and support unit testing, as directed by the ASPEN Bureau Chief and/or Designee, to facilitate robust and effective software quality assurance. These tools may change as determined by the ASPEN Bureau Chief and/or Designee. The tools to be used at the start of this contract award are:</p> <ul style="list-style-type: none">a) Throughout the development process the developer shall include the creation of unit test cases and test suites.b) The test cases and test suites shall be developed utilizing the JUnit API at the Release Planning Team's discretionc) The developer must execute all unit tests and test suites associated with their code changes prior to check-in of their changes.d) Each major code change must have, at a minimum, one associated test case.e) In order to facilitate unit testing a test harness will need to be developed and maintained that may be utilized within the test framework to obtain any necessary objects or environment conditions necessary to begin execution of a specific test case. This shall include development of object factories capable of returning necessary mock objects, creation of mock data source connections, and insertion of data into a local test database prior execution of the tests.f) Each unit test suite must provide a setup and teardown method that will configure the local development environment with any prerequisites for execution of the tests and confirm that the environment is returned to its initial state upon completion. <p>JUnit tests must be automatically executed through an automated build and test system. This system shall generate a current build based on the latest code checked into the code repository and relevant test cases and test suites will be executed to verify that all current and previous unit tests pass. Any test failures must be automatically reported to the developer of the test via email notification. It shall be the responsibility of the developer to identify the cause of the failure, make any necessary corrections to either the original code or the test, validate that the test now passes, and check-in the corrections to the version control system.</p>
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Quality Assurance Process	Integration	<p>The Contractor will perform code or other integration tasks related to any system code changes to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebase and tested to conform Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>
	Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none">a) Validate all code changes to confirm appropriate and secure functionality;b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.

	Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none">a) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee;b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change;c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.d) Any variation from expected results shall require that the Contractor review the test scenario, review the inputs and outputs, identify a potential issue with the implementation and may potentially require creation of a Work Request if it is determined that additional development resources are required to address the deficiency.e) Contractor will adjust resources to prioritize QA testing to accommodate the highly iterative and rapid process in which Work Requests (WR) may have to be generated by the QA analysts. Contractor will promptly triage WR's in order to address any identified deficiencies to commit changes back into the code repository for retest by the QAT team.
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	<p>Load/ Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
<p>Ongoing Application Maintenance and Support</p>		<p>The Contractor will provide immediate support for critical production incidents specific to Medicaid through various escalation sources including, but not limited to, immediate phone calls and email to ASPEN HSD Help Desk staff, the ASPEN Bureau Chief and the ISD Business owner when required, collecting appropriate incident information and durations from various sources (such as error logs, help desk staff, etc.) and then reporting to HSD to provide a holistic view of the interruptions and the overall user experience of the ASPEN application.</p> <p>The Contractor will monitor help desk incident trends for Medicaid-related incidents in order to identify issues that may affect users in the production environment. The Contractor shall research potential system problems, identify anomalies, and coordinate with the HSD to investigate related issues.</p>

<p>Incident Resolution and Help Desk Support</p>	<p>1. Help Desk Support Staffing</p>	<p>HSD staff is the primary ASPEN Help Desk support.</p> <p>The contractor shall dedicate a team of professionals, as listed in “Section 2_02_Appendix 1-E_Staff Worksheet.docx” of the Contractor’s proposal, who possess in-depth knowledge of the ASPEN application, and a follow a structured response process using the Cherwell system.</p> <p>The Contractor’s functional leads shall assist the State to prioritize the issues causing the highest number of Medicaid-related incidents, therefore providing the ability to permanently resolve critical issues and improve the overall system accuracy and stability.</p> <p>The Contractor shall follow the HSD’s existing incident resolution approach that involves close coordination among the State, field workers, and other HSD help desks to help the HSD achieve goals of high worker satisfaction, reduced workload and the issuance of timely and accurate benefits to clients. Work closely with the State to refine processes that enable:</p> <ul style="list-style-type: none"> • More efficient incident resolution processes • Useful training materials and/or wizards that are made available to the ASPEN users • Prioritization of issues that the local offices are most concerned about
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	<p>2. Incident Resolution</p>	<p>The contractor shall use HSD’s designated systems for incident, request, problem, and change incidents. The following steps summarize key steps that the Contractor shall follow for effective incident resolution after the Cherwell incident has been entered in the Cherwell tool and assigned an initial severity level based on business impact:</p> <ul style="list-style-type: none">• Gather additional information, which may be required to resolve the incident by contacting the initiator and functional and business leads• Analyze the problem to understand what is causing the initiator from achieving the expected results• Assign the incident to the appropriate team• Revisit severity to dial up or dial down the severity based on input and the mutual decision of reviewers of the incident from Contractor and State teams• Assign category to the incident based on a defined set of standard categories that help establish trends for management review• Resolve or develop a Corrective Action Plan for resolution and track the incident until it is resolved. Test the potential resolution to address the expected result by the user in a lower ASPEN environment, if possible, to confirm that it achieves the end result expected by the initiator.• Evaluate if a long-term solution is required and route the incident post resolution to the development team. Identify the root cause of the issue and refer actions that require application maintenance to the release planning team. <p>Contractor shall use the reporting features of the Cherwell tool as well as documentation from the status reports to evaluate trends on incidents reported, the turnaround time of incident investigation, and the nature of incidents to identify opportunities for process improvements</p> <p>Contractor shall meet regularly with HSD staff, to expand the system functionality knowledge of State staff and equip them with the tools to resolve both emergent and non-emergent incidents more effectively and efficiently.</p>
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	<p>3. Help Desk Support</p>	<p>The Contractor shall offer their functional knowledge and experience to assist the Help Desk staff with their daily activities by providing high standards of support and facilitating the flow of issues, incidents, and requests for rapid and effective resolution to provide broad coverage and inclusive responses.</p> <p>The Contractor shall leverage their functional experience and knowledge to assist HSD and ITD staff with the resolution of second line support Cherwell incidents which enhances the knowledge and ability of the State resources to provide improved customer service.</p> <p>The Contractor shall monitor both priority and non-priority incidents to confirm that they have assigned sufficient staff resources to resolve these incidents in a timely manner. The contractor shall shift other resources to their Cherwell support teams as necessary to improve application stability and work towards a gradual decline in Cherwell incidents.</p>
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		<p>The Contractor's functional leads shall assist the State to prioritize the issues causing the highest number of Cherwell incidents, therefore providing the ability to permanently resolve critical issues and improve the overall system accuracy and stability.</p> <p>The Contractor shall monitor the issue trends for Cherwell incidents that are resolved to categorize and group the issues. These issues shall be sent to the application development functional leads for analysis. Issues that require application maintenance shall be referred to the release planning team for prioritization in an emergency or scheduled release.</p> <p>Due to the critical need for the reduction in outstanding work requests, break-fix activities and Cherwell incidents, the Contractor shall allocate appropriate resources to their incident resolution teams.</p> <p>The Contractor shall assist the State in developing a process for the categorization of incidents. This shall improve the ability to target resources in the areas needed to control backlog growth.</p> <p>To reduce incidents related to user error, the Contractor shall continually endeavor to understand the needs of ASPEN users.</p> <p>The Contractor shall offer additional support to the help desk by communicating changes to ASPEN functionality or identification of application issues. By keeping the help desk informed, they can then convey this information to the field and better assist ASPEN users with issues, which in turn shall help to reduce the overall number of Cherwell incidents that are created.</p> <p>The Contractor shall monitor the influx of Cherwell incidents and track any trends that are seen from the review of these incidents. When individual incidents are resolved, identified issues will be tracked and communicated to HSD, Contractor functional leads and Contractor management so that they can be prioritized for release. The permanent solution to the issue then will be scoped for either an immediate or scheduled release. The purpose of this process is that identified trends are communicated to the State so they will be addressed.</p>
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		<p>The Contractor is responsible for providing desktop support services to their staff.</p>
<p>Status Reporting Responsibilities of the Contractor</p>	<p>Reporting</p>	<p>For purposes of this requirement, the Contractor will:</p> <p>Develop a monthly status report template (to be submitted for review and approval by the ASPEN Bureau Chief and/or Designee) detailing Contractor’s work related to maintenance and operations work for Medicaid items. The template will be used as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p> <p>The Help Desk Support section of the Monthly Status report shall provide details on activities related to incident resolution and help desk management support, and may include performance metrics that are readily available, such as response times, resolution times, or other efficiencies at the discretion of the ASPEN Bureau Chief and/or Designee.</p>



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor:
0000006483
Deloitte Consulting, LLP
215 Lincoln Avenue Ste 205
Santa Fe, NM 87501
Telephone No.: 214-893-7253

Contract Number: 50-630-14-27039

Contract Amendment No.: Three

Term: July 1, 2015 through June 30, 2019

Ship to:
Human Services Department
1301 Siler Road Bldg B/C

Santa Fe, NM 87505

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
Same as "Ship To" Address

For questions regarding this Contract please contact:
Mario Gonzales 505-476-3948

Title: **Aspen Maintenance and Operations Information Training**

This Contract Amendment is to be attached to the respective contract and become a part thereof. This amendment is issued to reflect the following effective immediately:

Increase the amount on the compensation by \$12,499,883.00 for a total compensation of \$64,940,445.00 including New Mexico gross receipts tax. Add deliverables 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 & 23 and Exhibits H & I as per the attached amendment.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 09/16/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

KS


**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 3**

SPD Contract No. 50-630-14-27039 A3

THIS Amendment No. 3 to Professional Services Contract (PSC) 16-630-4000-0001 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

1. Increase contract compensation by \$12,499,883 including New Mexico Gross Receipts Tax (NMGRT).
2. Add Deliverable 12 – Enrollment and Real Time Eligibility (RTE) Project Management
3. Add Deliverable 13 – Enrollment Requirements and Design
4. Add Deliverable 14 – Enrollment Development
5. Add Deliverable 15 – Enrollment Quality Assurance Testing (QAT) Results
6. Add Deliverable 16 – Enrollment User Acceptance Testing (UAT) Results
7. Add Deliverable 17 – Enrollment Training Materials
8. Add Deliverable 18 – Enrollment Certification
9. Add Deliverable 19 – RTE Requirements Review and Design
10. Add Deliverable 20 – RTE Development
11. Add Deliverable 21 – RTE QAT Results
12. Add Deliverable 22 – RTE UAT Results
13. Add Deliverable 23 – RTE Retainage
14. Add Exhibit H – Enrollment Scope and Timeline
15. Add Exhibit I – RTE Scope and Timeline

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 2 – SCOPE OF WORK, Paragraph A, is amended as follows:

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

ARTICLE 3 - COMPENSATION, Paragraph B, is amended as follows:

- B. Payment. The total compensation under this Agreement **shall not exceed \$67,040,446.00 including New Mexico gross receipts tax**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services in excess of the total compensation amount being provided. Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 New Mexico Statutes Annotated (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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.

The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico Gross Receipts Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor, any persons and all subcontractors employed by the Contractor, shall pay all Federal, state and local taxes applicable to its operation. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, tax penalties and interest, if applicable; employment or benefit contributions required under Federal and/or state and local laws and regulations; and any other employment or benefit related costs regarding their staff, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

Exhibit-A, Amended Additional Scope of Work, restated in its entirety with the addition of Deliverables 12 thru 23.

Exhibit-H, Enrollment Scope and Timeline, is added, attached hereto and referenced herein.

Exhibit-I Real Time Eligibility Scope and Timeline, is added, attached hereto and referenced herein.

All other Articles, Terms, Conditions and Deliverables of PSC 16-630-4000-0001, as amended, remain the same.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature]
Brent Earnest, HSD Cabinet Secretary

Date: 9/1/16

By: [Signature]
Mike Phelan, Principal, Deloitte Consulting, LLP

Date: 22 AUG 2016

By: [Signature]
Susan L. Pentecost, HSD, Chief Information Officer

Date: 8.22.2016

Approved for legal sufficiency:

By: [Signature]
Christopher P. Collins, HSD General Counsel

Date: 8/29/16

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:

CRS ID Number: 03-011368-00-7

By: [Signature]
Taxation & Revenue Department

Date: 9.2.16

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature]
Darryl Ackley, Secretary
Department of Information Technology

Date: 9 SEP 2016

This Agreement has been approved by the State Purchasing Division:

By: [Signature]
Purchasing Agent for the State of New Mexico

Date: 9/15/16

By: [Signature]
HSD CFO

DATE: 9/23/16

**Exhibit A
Amended Additional Scope of Work**

Deliverable 12 – Enrollment and RTE Project Management

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Project Management	No later than December 31, 2018	Firm-Fixed Price Total Gross Amount: Not to exceed \$525,543.00 Invoiced Monthly September 30, 2016 – December 31, 2017 (Resulting in Monthly invoice \$32,846.44) No retainage (Includes NMGRT)
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Project Management	<ol style="list-style-type: none"> 1. Perform Issue and Risk Tracking 2. Create Task Estimates 3. Perform Meeting Participation 4. Staffing 	<p>Contractor will use existing ASPEN project management processes/mechanisms.</p> <p>Contractor will provide an initial Project Plan, complete with Task estimates, for the Enrollment and RTE Changes. The Project Plan will encompass Deliverables 12 thru 23.</p> <p>Contractor staff will participate in weekly, monthly and/or ad hoc meetings as determined by the ASPEN PM, working with the HHS 2020 PMO/MMISR team.</p> <p>Contractor will staff all phases and deliverables of the Enrollment and RTE Changes with staff who are not working on ASPEN maintenance and operations functions, or on ASPEN enhancements referenced in other deliverables of this Agreement.</p> <p>Contractor will submit a monthly status report, including progress to date by task and issue and risk tracking.</p> <p>All deliverables will be submitted to the Procuring Agency ASPEN PM, working with the HHS 2020 PMO/MMISR team for review and approval of Enrollment-related work.</p>

Deliverable 13 – Enrollment Requirements and Design

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Enrollment Requirements and Design	No later than November 30, 2016	Firm-Fixed Price Total Gross Amount: Not to exceed \$1,576,630.00 No Retainage (Includes NMGRT)
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>

<p>Perform Requirements and Design</p>	<p>Create Change Control Document for incorporating Enrollment Functionality</p>	<p>Contractor will use the existing ASPEN Change Request template to capture requirements and design for Enrollment functionality. This effort will include updating ASPEN documents to reflect changes in Enrollment functionality.</p> <p>Contractor will use Exhibit H (<i>System Specification Medicaid Enrollment in ASPEN</i>) as its initial scope. Procuring Agency and Contractor agree that the scope of this Deliverable will be consistent with the scope and assumptions provided in Exhibit H as it exists at time of signature or as it may be revised by agreement of both Parties. The Parties acknowledge that the work required to implement the Enrollment functionality must be completed and performed in a manner that is consistent with the applicable CMS Certification requirements.</p> <p>Contractor will conduct Joint Application Design (JAD) sessions with HSD subject matter experts to gather requirements for the enhancements. HSD will be responsible for the participation of trading partners (e.g. OMNICAID, MCO's and CYFD) or other subject matter experts per mutually agreed upon schedules. Contractor will lead and document the JAD sessions with qualified staff who are knowledgeable in the subject matter, and who are able to guide Procuring Agency staff in determining optimum solutions to the required enhancements, as required by applicable state and federal law.</p> <p>Contractor shall follow processes outlined in Exhibit B, A.1 and B, for the performance of this deliverable, including, but not limited to updating the Requirements Traceability Matrix, developing use cases and test plans, implementation plans and other development work per SDLC best practices.</p> <p>Contractor will follow the established Change Control Process, as outlined in Article 14 – Change Management, that will include, at a minimum:</p> <ul style="list-style-type: none"> • Modified or new screen design • Modified or new report design • Modified or new interface design • Modified or new batch processes • New or changed storyboards to describe changes in screens, reports, interfaces and/or batch processes • Modified or new processing logic • Database design changes • Updated technical documentation • Updated database models and documentation • Updated disaster recovery and failover documentation • Updated security documentation • Documentation necessary to demonstrate compliance with CMS Certification Requirements for Enrollment functionality. <p>The Contractor will submit all deliverables will be submitted to the HSD ASPEN PM, who will work with the HHS 2020 PMO/MMISR team for review and approval.</p>
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Deliverable 14 – Enrollment Development

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$2,102,173.00 No Retainage (Includes NMGR)
Enrollment Development	No later than February 28, 2017.	
Task Item	Sub Tasks	Description
Perform Development	Develop Enrollment changes in ASPEN	<p>Contractor will develop, and thoroughly unit and integration test, each of the enhancements documented in the relevant Change Control Documents.</p> <p>Contractor will deliver QAT-ready enhancements.</p> <p>The Contractor will submit all deliverables to the HSD ASPEN PM, who will work with the HHS 2020 PMO/MMISR team for review and approval.</p>

Deliverable 15 – Enrollment QAT Results

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$2,102,173.00 No Retainage (Includes NMGR)
Enrollment QAT Results	No later than May 31, 2017	
Task Item	Sub Tasks	Description
Perform Quality Assurance Testing (QAT)	Execute QAT Testing Scenarios for Enrollment Changes	<p>Contractor will thoroughly execute quality assurance tests for each of the enhancements documented in the relevant Change Control Documents.</p> <p>Contractor will document and deliver a Quality Assurance Testing Plan and Quality Assurance Test results to indicate that the enhancements are ready for User Acceptance Testing (UAT).</p> <p>Contractor will deliver UAT-ready enhancements that have passed all test scenarios in QAT.</p> <p>Contractor will submit all deliverables to the HSD ASPEN PM, who will work with the HHS 2020 PMO/MMISR team for review and approval.</p>

Deliverable 16 – Enrollment UAT Results

<p><u>Deliverable</u></p> <p>Enrollment UAT Results</p>	<p><u>Due Date</u></p> <p>No later than July 31, 2017.</p>	<p><u>Compensation</u></p> <p>Firm-Fixed Price Total Gross Amount: Not to exceed \$2,102,173.00 No Retainage (Includes NMGRT)</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>Perform User Acceptance Testing (UAT) Support</p>	<p>Support UAT Testing of Enrollment Changes</p>	<p>HSD will develop UAT test case scenarios with the guidance of Contractor as provided in the Change Control Document. HSD will execute UAT test case scenarios.</p> <p>Contractor will support HSD’s UAT testers with instructions in system operation, with execution of batch jobs in applicable UAT environments as required, and with interpreting results that do not comply with the UAT expected results. Contractor will run queries as needed to support UAT. Contractor will review and fix all UAT Work Requests as they are reported that are determined to be defects when reviewed against design and requirements documents.</p> <p>Contractor will work with an HSD testing manager and with partners – including CYFD, Xerox and MCOs – to coordinate and complete successful UAT.</p> <p>Contractor will document and deliver User Acceptance Testing results to indicate that the enhancements are ready for implementation into the Production environment. Code will not be promoted to production with any open related work requests.</p> <p>Contractor will deliver updated technical documentation to reflect Enrollment functionality.</p> <p>Contractor will implement the enhancements into the Production and Training environments according to the agreed upon Implementation date.</p> <p>Contractor will submit all deliverables to the HSD ASPEN PM, who will work with the HHS 2020 PMO/MMISR team for review and approval. HSD will provide final approval to implement the enhancements into the Production environment.</p>

Deliverable 17 – Enrollment Training Materials

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Enrollment Training Materials	No later than August 31, 2017.	Firm-Fixed Price Total Gross Amount: Not to exceed \$525,543.00 No retainage (Includes NMGRT)
Task Item	Sub Tasks	Description
Create training materials	Develop training materials and business process change documents for Enrollment	Contractor will develop training materials and business process change documents for Enrollment functionality that Procuring Agency can use for communicating with and training external and internal users impacted by Enrollment functionality. Contractor will submit all deliverables to the HSD ASPEN PM, who will work with the HHS 2020 PMO/MMISR team for review and approval.

Deliverable 18 – Enrollment Certification

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Enrollment Certification	No later than January 31, 2018.	Firm-Fixed Price Total Gross Amount: Not to exceed \$1,576,630.00 No retainage (Includes NMGRT)
Task Item	Sub Tasks	Description
Create Certification Artifacts	Eligibility and Enrollment Management Checklist (MITA)	Contractor will ensure Enrollment system compliance with Checklist requirements. Contractor will complete the CMS Certification checklist in coordination with HSD through approved certification by CMS.
	Certification Progress Report	Contractor will complete Certification Progress Report(s), as needed. Contractor will cooperate with the MMISR IV&V vendor and with other MMISR contractors, as appropriate, to complete any Enrollment-related certification submissions.
	Member Enrollment Checklist (MMIS)	Contractor will ensure Enrollment system compliance with CMS Certification Checklist requirements. Contractor will complete the CMS Certification checklist in coordination with HSD through approved certification by CMS.

Support Certification Reviews		Contractor will participate, as requested, in any CMS or NM DoIT reviews related to certification and/or to approvals of Enrollment functionality in ASPEN.
Final Acceptance		<p>Contractor will work with HSD to define, establish and deliver a Final System Acceptance Report</p> <p>The Contractor will fix any defects found in and/or impacting Enrollment functionality through the date of final certification by CMS. It is assumed that CMS certification for Enrollment will be completed within three months of production go live. If not, contract will need to be amended and compensation adjusted to vendor to support longer support period. Contractor will promote corrected code into production following UAT acceptance prior to final acceptance of system. These defects include any new work requests created with by this implementation that impact other areas of ASPEN system.</p>

Deliverable 19 –RTE Requirements and Design

Deliverable RTE Requirements and Design	Due Date No later than November 15, 2016.	Compensation Firm-Fixed Price Total Gross Amount: Not to exceed \$447,529.00 10% Retainage (\$44,753.00), resulting in Invoice Amount of \$402,776.00 (Includes NMGRT)
Task Item	Sub Tasks	Description

<p>Perform Requirements and Design</p>	<p>Review and update existing design and requirements documents for understanding and updates needed to add three new interfaces to current design.</p>	<p>Design for RTE for applications received from YES NM is described in <i>“Deliverable ASPEN YES-NM Real Time Eligibility Changes Requirements and Design v1 2”</i>. Finalized Design for FFM applications is described in <i>“FFM-Real Time Eligibility Changes Requirements and Design v1.0.docx”</i>. Contractor will use these design documents for applications received from YES NM and FFM respectively, as the agreed-to design at start date. Contractor will add the following interface enhancements to existing design documentation for real-time verifications:</p> <ol style="list-style-type: none"> 1. Upgrade current SOLQ-I to SCHIP-I for citizenship verification. 2. Implement the real-time National Accuracy Clearinghouse Service to improve RTE processing accuracy; this service will identify clients receiving benefits in other states. 3. Implement Prisoner Match verification (implemented as part of the Medicaid for Incarcerated Individuals Project [MIIP]) into the RTE processing logic. <p>Contractor will:</p> <ol style="list-style-type: none"> 1. Review the design with assigned HSD staff to reinforce understanding of previously agreed to requirements and design. 2. Conduct Joint Application Design (JAD) sessions with HSD subject matter experts (SMEs) to gather requirements for the new interface enhancements. HSD will be responsible for the participation of trading partners or other SMEs per mutually agreed upon schedules. Contractor will lead and document the JAD sessions with qualified staff who are knowledgeable in the subject matter, and who are able to guide Procuring Agency staff in determining optimum solutions to the required enhancements, as required by applicable state and federal law. 3. Contractor shall follow processes outlined in Exhibit B, A.1, for the performance of this deliverable, including, but not limited to updating the Requirements Traceability Matrix, developing use cases and test plans, implementation plans and other development work per SDLC best practices. <p>Contractor will follow the established Change Control Process, as outlined in Article 14 – Change Management, that will include, at a minimum:</p> <ul style="list-style-type: none"> • Modified or new screen design • Modified or new report design • Modified or new interface design • Modified or new batch processes • New or changed storyboards to describe changes in screens, reports, interfaces, batch processes • Modified or new processing logic • Database design changes • Updated technical documentation • Updated database models and documentation • Updated disaster recovery and failover documentation • Updated security documentation
		<p>Contractor will use the two documents <i>“Deliverable ASPEN YES-NM Real Time Eligibility Changes Requirements and Design v1 2”</i> and <i>“FFM-Real Time Eligibility Changes Requirements and Design v1.0.docx”</i> updated through the review process as well as Exhibit I (<i>System Specification Real Time Eligibility in ASPEN</i>) as its scope.</p> <p>Contractor will submit all deliverables to the HSD ASPEN PM for review and approval.</p>

Deliverable 20 – Real Time Eligibility Development

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u> <u>Firm-Fixed Price</u>
Real Time Eligibility Development	No later than December 31, 2016.	Total Gross Amount: Not to exceed \$447,529.00 10% Retainage (\$44,753.00), resulting in Invoice Amount of \$402,776.00 (Includes NMGR T)
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Perform Development	Develop Real Time Eligibility Changes	Contractor will develop, and thoroughly unit and integration test, each of the enhancements documented in the scope presented in Exhibit I and in the referenced design documents. Contractor will deliver QAT-ready enhancements. Contractor will submit all deliverables to the HSD ASPEN PM for review and approval.

Deliverable 21 – Real Time Eligibility QAT Results

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u> <u>Firm-Fixed Price</u>
Real Time Eligibility QAT Results	No later than February 28, 2017.	Total Gross Amount: Not to exceed \$546,980.00 10% Retainage (\$54,698.00) resulting in an invoice amount of \$492,282.00 (Includes NMGR T)
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Perform Quality Assurance Testing (QAT)	Execute QAT Testing Scenarios for Real Time Eligibility changes	Contractor will execute quality assurance testing for each of the enhancements documented in the relevant Change Control Documents. Contractor will document and deliver a Quality Assurance Testing Plan and Quality Assurance Test results to indicate that the enhancements are ready for User Acceptance Testing (UAT). Contractor will deliver UAT-ready enhancements that have passed all test scenarios in QAT. Contractor will submit all deliverables to the HSD ASPEN PM for review and approval.

Deliverable 22 – Real Time Eligibility UAT Results

Deliverable	Due Date	Compensation Firm-Fixed Price Total Gross Amount: Not to exceed \$546,980.00 10% Retainage (\$54,698.00) resulting in an invoice amount of \$492,282.00 (Includes NMGR)
Task Item	Sub Tasks	Description
<p>Real Time Eligibility UAT Results</p>	<p>No later than April 30, 2017.</p>	<p>HSD will develop UAT test case scenarios under the guidance of Contractor as provided in the Change Control Document. HSD will execute UAT test case scenarios.</p> <p>Contractor will support HSD’s UAT testers with instructions in system operation, with execution of batch jobs in applicable UAT environments as required, and with interpreting results that do not comply with the UAT expected results. Contractor will run queries as needed to support UAT. Contractor will review and fix all UAT Work Requests as they are reported.</p> <p>Contractor will document and deliver User Acceptance Testing results to indicate that the enhancements are ready for implementation into the Production environment.</p> <p>Contractor will deliver updated technical documentation reflecting Real Time Eligibility.</p> <p>Contractor will implement the enhancements into the Production and Training environments according to the agreed upon Implementation date.</p> <p>Contractor will submit all deliverables to the HSD ASPEN PM for review and approval. HSD will provide final approval to implement the enhancements into the Production environment.</p>
<p>Perform User Acceptance Testing (UAT) Support</p>	<p>Support UAT for Real Time Eligibility Changes</p>	

Deliverable 23 – RTE Retainage

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
Retainage	No later than September 30, 2017.	Firm-Fixed Price Total Gross Amount: Not to exceed \$198,902 (Includes NMGRT)
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
Final Acceptance Report	Create final acceptance report	<p>Contractor will work with HSD to define, establish and deliver a Final Acceptance Report.</p> <p>Contractor will fix any defects in RTE functionality and/or that directly impact RTE functionality found during initial three (3) months of production of RTE under the firm fixed price of this contract. It is assumed RTE will not require CMS certification.</p> <p>Contractor will have three (3) months from the date the defect is reported to fix the defect and promote it to production following UAT acceptance. These defects include any new work requests created with by this implementation that impact other areas of ASPEN system.</p> <p>Contractor will submit all Deliverables to the HSD ASPEN PM for review and approval.</p>

Exhibit H
Enrollment Scope and Timeline

System Specification

Medicaid Enrollment in ASPEN

State of New Mexico
Human Services Department

May 20, 2016

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1. Background and Introduction

The scope of this document covers the development, testing, conversion and implementation of functionality to process the Medicaid Enrollment in NM HSD's ASPEN Integrated Eligibility System.

Medicaid Enrollment

Medicaid Enrollment functionality currently exists in New Mexico Human Service Department's legacy MMIS system called Omnicaid. In addition some eligibility information pertaining foster care as determined by NM CYFD (Children Youth and Family Department) is directly sent to MMIS. State desires both of these functionalities be moved to ASPEN so that it becomes single source of Eligibility and Enrollment.

The transaction flow to process the Medicaid Enrollment information in ASPEN as well to exchange between various entities is represented by the high level architecture representation below.

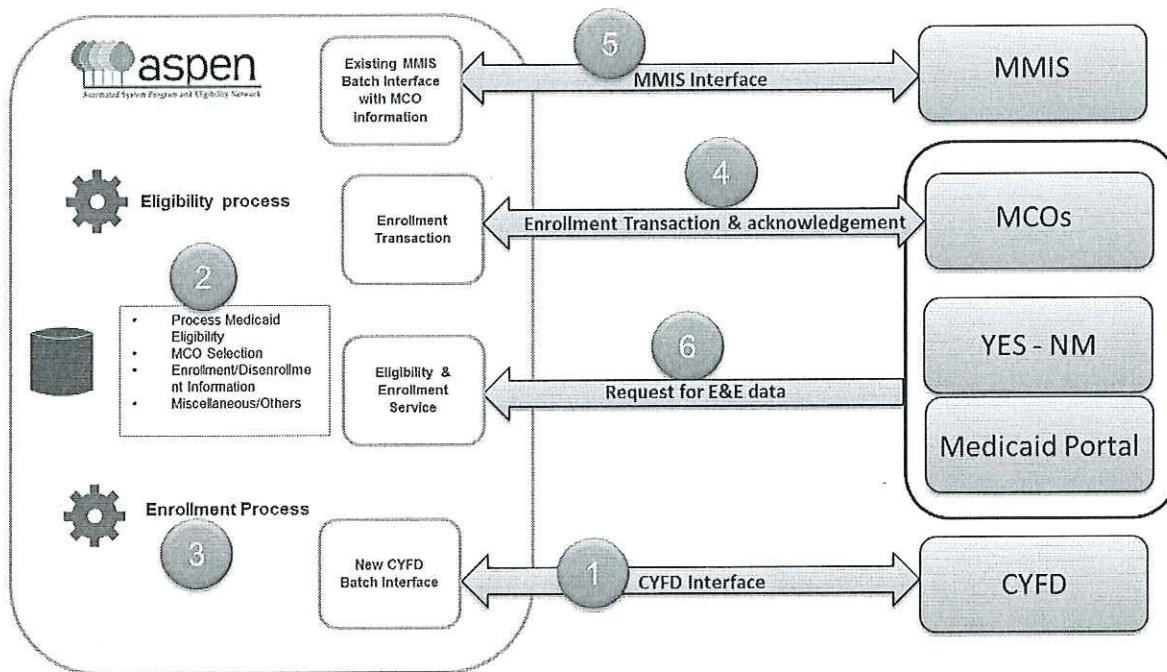


Figure 2-1. Interaction between ASPEN and Interfacing Systems to process Medicaid Enrollment and Foster Care Eligibility

2. Scope of System Changes

2.1 Changes expected in ASPEN

Below table summarizes the changes that will be incorporated in ASPEN Functional Modules for Medicaid Enrollment functionality:

Module	Scope
1 - Interface with CYFD	
Interface	Create a nightly batch interface with CYFD to: <ul style="list-style-type: none"> • Accept Foster Care Medicaid eligibility information and the additional CYFD COE's. • ASPEN will accept and retain the 14 digit ID numbers used by CYFD for its eligibles. • ASPEN will accept and retain the authorized representative and payee information on the CYFD eligibles.
2/3- Eligibility & Enrollment Process	
Data Collection	Update the MCO module to: <ul style="list-style-type: none"> • Capture/Store data sent to and received from MCOs. • Capture/Display enrollment, disenrollment and open enrollment dates. • Create security profiles for the staff to access the enrollment module and process tasks for approving a change in MCO choice. • Update existing screens for creation and maintenance of Foster Care Medicaid cases. • Create screens to request Medicaid card and maintain issuance history. • Create new task for requesting a change in MCO • Create routing rules for the MCO choice tasks
Eligibility & Enrollment	Update the Eligibility module to: <ul style="list-style-type: none"> • Create and Maintain Foster Care Medicaid cases (based on information received from CYFD). • ASPEN shall accept the CYFD eligibility determination and for that individual close other existing Medicaid categories pursuant to the approved Medicaid hierarchy. Create a new Enrollment module to: <ul style="list-style-type: none"> • Add new business rules to enroll or dis-enroll individuals in a MCO, including MCO switches during open enrollment and switch period. • Add new business rules for opt-out functionality for Native Americans except for long term care or dual eligible clients. • Incorporate new business rules around updating MCO choice. • Approval/Authorization process for changing MCO choice outside the enrollment period. • Auto-assign MCOs if not selected by the client, using auto assignment logic for case continuity and newborns. • Add rules and adjust auto assignment percentages on a monthly or quarterly basis and maintain the history of prior percentages.

<p>Correspondence</p>	<p>Update the Correspondence module to:</p> <ul style="list-style-type: none"> • Update NOCA with language about MCO selection/enrollment/disenrollment. • New notice informing client about successful enrollment with an MCO. • New notice informing client about successful transfer of MCO. • New notice informing client about an upcoming open-enrollment period every 12 months. • New notice informing client about disenrollment due to change in COE. • New notice informing client about disenrollment due to Native American opt-out. • New notice informing Native Americans about the option to select an MCO.
<p>Support Functions</p>	<ul style="list-style-type: none"> • Mass Transfers process to re-assign clients from one MCO to another. • New alerts (5) based on business processes. • New Tasks and Document Types with workflow changes (5) to support business processes. • Fair Hearing related changes (Clients can request for a FH if MCO transfer is denied by HSD). The capability will include the ability for client to enroll into a different MCO due to a favorable hearing outcome
<p>Reports</p>	<p>Update the Reports module to include below new system reports:</p> <ul style="list-style-type: none"> • Random MCO Auto Assignment Error Report • MCO Enrollment Counts • 834 Enrollment Report • Client Choice vs. Auto Assignment by MCO • CYFD Report of Eligibility Added • CYFD Error Report for Eligibility not Added • Third Party Liability Error Report
<p>Conversion</p>	<ul style="list-style-type: none"> • One time conversion of existing CYFD eligibility data. Deloitte to specify conversion file format and values and perform testing and validation. CYFD staff will need to perform data mapping and data cleansing. CYFD will need to extract that information and provide to ASPEN in that format. • Convert existing MCO information and Medicaid card data, from MMIS. (Deloitte to specify conversion file format and values and perform testing and validation. However MMIS vendor will need to extract that information and provide to ASPEN in that format. MMIS vendor staff will need to perform data mapping and data cleansing) • Deloitte will perform dry runs with conversion data and load conversion data into ASPEN and produce conversion load and exceptions reports
<p>Framework</p>	<ul style="list-style-type: none"> • UI Refresh - Refresh ASPEN User Interface. • Dyna Table changes – Modify Dyna tables to directly add and edit record in Dyna results.
<p>4 – Interface with MCOs</p>	
<p>Interface</p>	<p>Create a batch interface with the MCOs to:</p> <ul style="list-style-type: none"> • Send individual demographics information (and updates) to MCOs. • HIPAA compliant 834 enrollment/disenrollment roster. • To accept confirmation/rejection of enrollment/disenrollment of an individual. • Monthly Reconciliation process with the MCOs and produce a report. • Upon authorization of Eligibility results, send enrollment/disenrollment information to MCOs through a batch interface. • Accept TPL information and enter info into ASPEN client record. • In addition to the enrollment batch interface to MCO's, a web service will also be developed that can be consumed by MCOs. As part of Phase-1, no MCO is anticipated

	to consume this service and will only involve development effort to host this service. Testing with MCO's with this web service in not in scope for this phase.
5 – Interface with MMIS	
Interface	<ul style="list-style-type: none"> ● Modify the existing MMIS interface (Demographics and Eligibility) to include CYFD cases as well as MCO enrollment information.
6 – Services	
Interface	<ul style="list-style-type: none"> ● ASPEN shall expose real time services to provide eligibility and enrollment information of an individual to third parties (MMIS, MCOs, YES NM, and Medicaid Portal). ● ASPEN shall accept Date of Death records from either MMIS or DOH Vital Statistics, in order to take action to close a case.
Other	
Medicaid Cards	<ul style="list-style-type: none"> ● ASPEN shall issue new and replacement Medicaid cards and maintain card issuance history. ● Establish rules for Medicaid card issuance
Warranty/ Certification	<ul style="list-style-type: none"> ● Includes 5 months of warranty and certification support or up to Jan, 2018, whichever is earlier, based on go live date of 9/2017. Production support activities after that period will be provided by the ASPEN M&O team.
Training	<ul style="list-style-type: none"> ● Create training documentation for external and internal training. ● Document business process changes for external and internal users.
CR 1274	<ul style="list-style-type: none"> ● MCO choice field will be mandatory for the caseworkers when they are opening a Medical Assistance Case (accepting an application) for someone who is not Native American or who is otherwise exempt from Centennial Care (EMSA, family planning, refugee category or MSP only). ASPEN shall allow the selection of an MCO only at initial eligibility (Intake, Add Member, and Add Program (MA)). The selection field should be greyed out to prevent MCO selection after initial eligibility.
CR 2206	<ul style="list-style-type: none"> ● Recertification dates shall be sent to Omnicaid on the eligibility file for each category of assistance.
CR 1268	<ul style="list-style-type: none"> ● Develop an LOC error report for each of the four MCOs (BCBS, MHP, PHP, and UHC) and the TPA (Molina) that will be generated daily after each of the entities listed above have submitted their LOC file to ASPEN.
CR 2063	<ul style="list-style-type: none"> ● Create production report out of the NFLOC information received in ASPEN from MCO's

2.2 Changes expected in Other Systems

Below table summarizes our understanding of the changes that are expected in the participating systems. These changes are not included in Deloitte scope but needs to be done for the implementation

CYFD:

- CYFD shall send foster care Medicaid data to ASPEN
- CYFD has to turn off sending the file to Omnicaid

MMIS:

- Omnicaid shall accept enrollment information from ASPEN
- Omnicaid shall modify eligibility file layout to accept recertification dates for every category of assistance
- Omnicaid shall turn off enrollment functionality upon implementation

MCOs:

- MCOs shall accept enrollment information from ASPEN
- MCOs shall send ASPEN a daily file reporting successful enrollment/disenrollment data
- MCOs shall send ASPEN a daily error file for those enrollment records that they cannot process
- MCOs shall send a monthly enrollment file to ASPEN for reconciliation purposes

3. Implementation Plan

3.1 Enrollment Timeline

Below is the proposed implementation timeline for incorporating the Medicaid Enrollment functionality in ASPEN.

Phases	FY 2017												FY 2018					
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Requirements and Design																		
Development																		
QAT																		
UAT																		
Code Merge with the production stream and stabilize																		
Training Documentation																		
Conversion																		
Go Live																		
Operations																		

3.2 Enrollment Deliverables

Below is the set of deliverables that will be produced during the course of Enrollment implementation. The description and tasks for each of these deliverables are available in the Amendment document.

1. **Project Management** deliverable that will be produced monthly with a status on the progress to date by task and issue and risk tracking.
2. **Requirements Specification and Detail Design** Document including architecture, storyboards, process flows, conversion mapping, conversion and batch interfaces layout as well as WSDL's at the conclusion of Requirements and Design Phase
3. **Build and Unit Test Report** at the conclusion of Development phase
4. **QAT Results** at the conclusion of Quality Assurance Testing phase
5. **UAT Results** at the conclusion of User Acceptance Testing phase
6. **Training and Business Process Change Materials** prior to Go Live
7. **Certification and Warranty Report** at the end of operations phase

4. Assumptions

Below is the list of assumptions that have been factored into the proposed implementation scope and timeline for incorporating the Medicaid Enrollment functionality in ASPEN:

- Cost for Enrollment is dependent on implementing this functionality in production on or before Sept, 2017. Delay to the schedule will follow the established change control process.
- Development software for the application development team will be provided by HSD.
- HSD's print vendor will have the capability to print Medicaid cards.
- Integration with Integration Platform (a future HSD procurement) is out of scope for this change
- Changes to YES NM are out of scope for this change.
- Required staff from HSD, ITD, and trading partners (MCO's, Omnicaid and CYFD) will be available to participate during requirements and design JAD sessions and throughout the SDLC phases for testing and operational support.
- MCO's will provide adequate testing support and environments to test as per the proposed project plan.
- CYFD will provide adequate testing support and environments to test as per the proposed project plan.
- State will be responsible to work with their MMIS vendor for changes to MMIS.
- CYFD will be responsible for changes to CYFD.
- Training curriculum development and providing training and site support is State's responsibility and is out of scope for Deloitte's work.
- Changes listed under "Framework" for "UI Refresh - Refresh ASPEN User Interface" are changes related to upgrading look and feel of ASPEN and the effort estimated are within the framework boundaries

5. List of Acronyms

Below is the list of acronyms used in this document and their corresponding description:

No.	Acronym	Description
1	COE	Category of Eligibility
2	MMIS	Medicaid Management Information System. Currently called 'Omnicaid'
3	MCO	Managed Care Organization
4	CR	Change Request
5	ASPEN	New Mexico's Integrated Eligibility System
6	Yes-NM	New Mexico's Self Service Eligibility Portal
7	CYFD	New Mexico's Children Youth and Family Department

Exhibit I

Real Time Eligibility Scope and Timeline

System Specification

Real Time Eligibility in ASPEN

State of New Mexico
Human Services Department

May 20, 2016

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1. Background and Introduction

The scope of this document covers the development, testing, conversion and implementation of functionality to process the Real Time Eligibility in NM HSD's ASPEN Integrated Eligibility System. Partial Effort for enabling the Real Time Eligibility in ASPEN has already been completed during the course of New Mexico Health Insurance Exchange (SBM) implementation. Below table summarizes the progress on the effort thus far:

Item #	Description	Applications initiated by SBM	Applications initiated by YES NM	Applications initiated by FFM
1	Design	✓	✓	✓
2	Development	✓	40%	X
3	New Interfaces Development	N/A	X	X
4	QAT in CR environment	✓	X	X
5	UAT in CR environment	✓	X	X
6	Merge Code into Regular Environment	X	X	X
7	QAT in Regular environment	X	X	X
8	UAT in Regular Environment	X	X	X

✓ - Complete
X - Not started

Real Time Eligibility (RTE) for applications received from SBM is in a separate environment, tied to ASPEN Release 1.8. The state decided to discontinue SBM efforts and switch to FFM. Our current scope does not include any efforts for SBM RTE integration with ASPEN's latest version.

Design for RTE for applications received from YES NM was completed and approved on March 2nd 2015 with the deliverable "*Deliverable ASPEN YES-NM Real Time Eligibility Changes Requirements and Design v1.2*". Finalized Design for FFM applications was submitted on April 30 2016 with the deliverable name "*FFM-Real Time Eligibility Changes Requirements and Design v1.0.docx*". We will use these design documents for applications received from YES NM and FFM respectively, as the moving forward design documents and our current scope does not include design phase except for the following:

4. Review the design with everyone as a refresher.
5. Following interfaces will be added for real-time interface and we will append the design for them:
 - Upgrade current SOLQ-I to SCHIP-I for citizenship verification.
 - Implement the real time National Accuracy Clearinghouse Service to improve RTE processing accuracy. This service will identify clients receiving benefits in other states.
 - Implement Prisoner Match verification (implemented as part of MIIP project) into the RTE processing logic.

40 % Development for YES NM RTE was done. However those changes are in a separate environment with the ASPEN baseline code version 1.8. Our scope includes reintegrating software components with the latest ASPEN baseline.

2. Scope of System Changes

2.1 Changes expected in ASPEN

Below summarizes the changes that will be incorporated in ASPEN for Real Time Eligibility processing

- Create a new environment with the most recent ASPEN release code as the baseline.
- Merge the RTE code from the old CR environment <<put version ##>> into the new environment.
- Refresher session to review the design of RTE for YES NM and FFM. If there are changes suggested in this session then they will be routed through the ASPEN Change Request process.
- Complete the remaining development modules (currently 40% complete) for YES NM RTE as per the approved design document
- Start and Complete development for FFM RTE as per the approved design document "FFM-Real Time Eligibility Changes Requirements and Design v1.0.docx." If there are changes suggested in this session then they will be routed through the ASPEN Change Request process.
- Design and Develop the RTE response service to YES NM.
- Upgrade SOLQ-I to SCHIP-I for citizenship verification.
- Implement the real time National Accuracy Clearinghouse Service to improve RTE processing accuracy. This service will identify clients receiving benefits in other states.
- Implement Prisoner Match verification (implemented as part of MIIP project) into the RTE processing logic.
- Includes 2 months of warranty support or up to May, 2017, whichever is earlier, based on go live date of 3/2017. Production support activities after that period will be provided by the ASPEN M&O team

2.2 Changes expected in Other Systems

Below table summarizes our understanding of the changes that are expected in the participating systems. These changes are not included in Deloitte scope but needs to be done for the implementation

YES 2.0

- Changes to the YES 2.0 Apply for benefits Service to send the elements required for RTE processing.
- Host a new web service to receive the eligibility elements after RTE processing.
- Notify the client of their eligibility results

3. Implementation Plan

3.1 RTE Timeline

Below is the proposed implementation timeline for incorporating the Real Time Eligibility processing in ASPEN.

Phases	FY 2017										
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Requirements and Design											
Development											
QAT											
UAT											
Code Merge with the production stream and stabilize											
Go Live											
Operations											

3.2 RTE Deliverables

Below is the set of deliverables that will be produced during the course of Real Time Eligibility implementation. The description and tasks for each of these deliverables are available in the Amendment document.

1. **Requirements Specification and Detail Design** Document including architecture, storyboards, process flows, conversion mapping, conversion and batch interfaces layout as well as WSDL's at the conclusion of Requirements and Design Phase
2. **Build and Unit Test Report** at the conclusion of Development phase
3. **QAT Results** at the conclusion of Quality Assurance Testing phase
4. **UAT Results** at the conclusion of User Acceptance Testing phase
5. **Final Acceptance Report** at the end of operations phase

4. Assumptions

Below is the list of assumptions that have been factored into the proposed implementation scope and timeline for incorporating the Real Time Eligibility (RTE) functionality in ASPEN:

- Hardware and Software costs are not included. We will need to revisit capacity of App Servers for RTE scope.
- Development software for the application development team will be provided by HSD.
- Cost for RTE is dependent on implementing this functionality in production on or before March, 2017. Delay to the schedule will follow the established change control process.
- RTE is for Medicaid program only.
- The current design and scope for RTE only includes Apply for Benefits Application. No Real time processing will take place for Report my Changes and Renew My Benefits.
- The below Real time interfaces must be available in the test environment for the successful completion of RTE test scenarios and should provide timely valid test data as per the project plan
 - SOLQ
 - SAVE
 - Work Number
 - DWS
- No reports are in scope for RTE.
- The development from YES NM 2.0 team needs to adhere to the RTE timelines for a successful completion.
- Scope for RTE does not include using any of the Federal Hub services (including FTI)
- State shall enroll into NAC and have the necessary technical documents available before the start of requirement phase.

5. List of Acronyms

Below is the list of acronyms used in this document and their corresponding description:

No.	Acronym	Description
1	RTE	Real Time Eligibility
2	SBM	State Based Marketplace
3	CR	Change Request
4	ASPEN	New Mexico's Integrated Eligibility System
5	Yes-NM	New Mexico's Self Service Eligibility Portal
6	NAC	National Accuracy Clearinghouse



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor:
0000006483
Deloitte Consulting, LLP
215 Lincoln Avenue Ste 205
Santa Fe, NM 87501

Telephone No.: 214-893-7253

Contract Number: 50-630-14-27039

Contract Amendment No.: Two

Term: July 1, 2015 through June 30, 2019

Ship to:
Human Services Department
1301 Siler Road Bldg B/C

Santa Fe, NM 87505

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
Same as "Ship To" Address

For questions regarding this Contract please contact:
Mario Gonzales 505-476-3948

Title: Aspen Maintenance and Operations Information Training

This Contract Amendment is to be attached to the respective contract and become a part thereof. This amendment is issued to reflect the following effective immediately:

Increase the amount on the compensation by \$3,295,000.00 for a total compensation of \$52,440,562.00 including New Mexico gross receipts tax. Add deliverables 7, 8, 9, 10 & 11 and Exhibits D, E, F & G as per the attached amendment.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 05/06/2016

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 2

SPD Contract No. 50-630-14-27039 A2

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 16-630-4000-0001 (the "Agreement") is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency", and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- Increase contract compensation by \$3,295,000.00 including New Mexico Gross Receipts Tax (NMGRT).
- Add Article 44 – Public Assistance Support Expenditures, to allow for payment of costs incurred to meet future changes related to delivery of HSD services.
- Add Deliverable 7 – ASPEN Service Support Pass Through, to allow for the use of other technical or operational resources to meet HSD service delivery requirements.
- Add Deliverable 8 - ASPEN Enhancements for Senate Bill 42 (SB42).
- Add Deliverable 9 – ASPEN Enhancements for Income Support Division’s Low Income Home Energy Program (LIHEAP).
- Add Deliverable 10 – ASPEN Enhancements for Medical Assistance Division (MAD).
- Add Deliverable 11 – ASPEN Enhancements for Education Works Program (EWP)
- Add Exhibit D – ASPEN Enhancements List for Senate Bill 42 (SB42).
- Add Exhibit E - ASPEN Enhancements List for LIHEAP.
- Add Exhibit F - ASPEN Enhancements List for MAD.
- Add Exhibit G - ASPEN Enhancements List for EWP.

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

ARTICLE 2 – SCOPE OF WORK, Paragraph A, is amended as follows:

- A. The Contractor shall perform the work as outlined in Exhibit A, Amended Scope of Work, in PSC 16-630-4000-0001 attached hereto and by this reference incorporated herein.

ARTICLE 3 - COMPENSATION, Paragraph B, is amended as follows:

- B. **Payment.** **The total compensation under this Agreement shall not exceed \$52,440,562.00 including New Mexico gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services in excess of the total compensation amount being provided. Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 New Mexico Statutes Annotated (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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date **WILL NOT BE PAID.**

The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico Gross Receipts Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor, any persons and all subcontractors employed by the Contractor, shall pay all Federal, state and local taxes applicable to its operation. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, tax penalties and interest, if applicable; employment or benefit contributions required under Federal and/or state and local laws and regulations; and any other employment or benefit related costs regarding their staff, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

ARTICLE 44 – PUBLIC ASSISTANCE SUPPORT EXPENDITURES

- A. The Procuring Agency may authorize the Contractor to incur fees and/or make expenditures and charge the amount to the Procuring Agency for agreed-upon services and/or items (“Separately Invoiced Items and Services”), and Procuring Agency shall reimburse the Contractor such fees and expenditures. These Separately Invoiced Items and Services are limited to items and services related to the performance of this

Agreement and to carrying out of HSD public assistance service activities in support of HSD strategic goals and objectives and are not included in payments for the Deliverables identified in Exhibit A – Amended Scope of Work.

- B. Upon approval of the expenditure, the Contractor shall submit an invoice to the Procuring Agency within thirty (30) days of supplying the item or rendering the service. Each invoice shall identify the Deliverables and shall describe the goods and/or services delivered and shall document Procuring Agency's approval of the expenditure. Payment shall be made to the Contractor for the actual amount of the fees and any approved expenses with no additional payment for administration, handling, invoicing, or any other Contractor overhead.
- C. The Contractor shall provide the Procuring Agency with all invoice(s) for any agreed-upon Separately Invoiced Items and Services and any ownership/licensure documents, as applicable.
- D. All Separately Invoiced Items and Services comprised of equipment or materials purchased by the Contractor on behalf of Procuring Agency shall, upon payment of the Invoice(s), become the Procuring Agency's property, and those comprised of services shall be subject to the ownership terms of the Agreement.
- E. The Separately Invoiced Items and Services shall be provided at the rates set forth in the Agreement unless Contractor and Procuring Agency agree in writing to another rate structure for particular Separately Invoiced Items and Services.

Exhibit B-2, Amended Additional Scope of Work, with the addition of Deliverable Seven, Deliverable Eight, Deliverable Nine, Deliverable Ten and Deliverable Eleven, is attached hereto and referenced herein.

Exhibit D, ASPEN Enhancements List for SB42, is added, attached hereto and referenced herein.

Exhibit E, ASPEN Enhancements List for LIHEAP, is added, attached hereto and referenced herein.

Exhibit F, ASPEN Enhancements List for MAD, is added, attached hereto and referenced herein.

Exhibit G, ASPEN Enhancements List for EWP, is added, attached hereto and referenced herein.

All other Articles, Terms, Conditions and Deliverables of PSC 16-630-4000-0001, as amended, remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 4/11/16
Brent Earnest, Cabinet Secretary
Human Services Department

By: [Signature] Date: 29 MARCH 2016
Mike Phelan, Principal
Deloitte Consulting, LLP

By: [Signature] Date: 3.29.2016
Susan L. Pentecost, Chief Information Officer
Human Services Department

Approved for legal sufficiency:

By: [Signature] Date: 4.6.16
Christopher P. Collins, General Counsel
Human Services Department

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:

CRS ID Number: 03-011368-00-7

By: [Signature] Date: 4.13.16
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 5/3/16
Darryl Ackley, Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 5/6/16
Purchasing Agent for the State of New Mexico

By: [Signature] DATE: 3/30/16
HSD CFO

Exhibit B-2

Amended Additional Scope of Work

Deliverable Seven – ASPEN Service Support Pass Through

ASPEN Service Support Pass Through	Optional	Not to Exceed per FTE hour (inclusive of GRT) listed in table below, no retainage withheld.								
		Position	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8
		Application	\$206	\$210	\$217	\$223	\$194	\$200	\$206	\$212
		Senior	\$176	\$182	\$186	\$193	\$168	\$172	\$178	\$184
		Java Programmer	\$100	\$104	\$111	\$124	\$96	\$102	\$114	\$120
		Oracle Database	\$106	\$115	\$126	\$134	\$106	\$116	\$124	\$134
		Quality Assurance Testing Analysts	\$65	\$74	\$80	\$89	\$68	\$74	\$82	\$88
Task Item	Sub Tasks	Description								
Provide Service Support	1. Respond to Requests for Service Support	<p>Consistent with Article 14 – Change Management and with Article 25 – Amendment, Contractor shall, at the written request of the Department Chief Information Officer (CIO), provide a quote for professional or general services, as required, to support various program or information technology (IT) related project or technical tasks in support of the scope of this agreement or of HSD goals related to its public assistance service programs.</p> <p>Based on review and modification, the Department CIO may issue a Change Order to Contractor defining the scope of work, due date, and compensation.</p>								
	2. Perform Service Support	<p>Contractor will perform work as approved in Department CIO’s Change Order consistent with quality, standards, and/or other requirements as established in this Contract.</p>								
	3. Acceptance	<p>The Contractor will follow the invoicing process outlined in this agreement for any payment due in this deliverable. The Department CIO may withhold or reduce payment contingent upon Contractor satisfactorily completing work defined in the Change Order.</p>								

Deliverable Eight – ASPEN Enhancements for Senate Bill 42 (SB42).

<p><u>Deliverable</u> ASPEN Enhancements for SB42</p>	<p><u>Due Date</u> No later than September 30, 2016.</p>	<p><u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$1,100,000.00 No retainage (Includes NMGRT)</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>ASPEN Enhancements for SB42</p>	<p>1. Enhancement Staffing</p>	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month that documents specific activities performed by the CONTRACTOR’s staff that meets the requirements of this contract. The report will be submitted to the Department for approval in order to invoice for services. Throughout the duration of this contract amendment period, application enhancements to ASPEN will be required for the implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interfaces must be changed to implement a system, functional, or performance requirement.</p> <p>The Procuring Agency will prioritize enhancements. listed in Exhibit D consistent with its business requirements and/or external regulatory requirements. These enhancements will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR’s proposal and/or as required by HSD, provide staff of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities approved by and communicated by the HSD ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including system development life cycle (SDLC) and change management.</p> <p>Per the CONTRACTOR’S submitted estimate the work required will not exceed 11,000hours. CONTRACTOR agrees that any potential deviations from this estimate will be submitted to the HSD ASPEN Bureau Chief or designee for approval.</p>
	<p>2. Support Hours</p>	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences.. CONTRACTOR shall maintain staffing levels consistent with the services required under this contract.</p>

	<p>3. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the HSD ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and New Mexico Department of Information Technology (DoIT) owned equipment at the State Data Center located in Santa Fe, NM, and at the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and to observe communicated security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>CONTRACTOR will include the creation, documentation, and use of unit test cases consistent with the contract Quality Assurance Test Plan and/or requirements established by the HSD ASPEN Bureau Chief and/or designee.</p> <p>CONTRACTOR must execute all unit tests associated with associated code changes prior to check-in of changes.</p>
	<p>2. Integration</p>	<p>The CONTRACTOR will perform code or other integration tasks related to any system code changes within ASPEN scope as per the contract Quality Assurance Test Plan The Contractor will:</p> <ul style="list-style-type: none"> a) Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness. b) Identify and evaluate any errors during integration testing and take appropriate steps and/or actions to prevent their promotion or further promotion of the code changes to higher-level environments. c) Complete integration and, upon successful completion of integration, promote the code changes to the Quality Assurance Testing (QAT) environment for full functional testing.

	<p>3. Regression</p>	<p>The CONTRACTOR will organize, document, and maintain a regression test library to perform regression testing as required or directed by the HSD ASPEN Bureau Chief and/or designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the HSD ASPEN Bureau Chief and/or designee.
	<p>4. Quality Assurance Testing</p>	<p>The CONTRACTOR will:</p> <ul style="list-style-type: none"> a) Use the functional testing process required by HSD ASPEN Bureau Chief and/or Designee; b) Each requirement for any enhancement will be documented and tested per the contract Quality Assurance Test Plan in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform, to include the expected results after execution of these steps.
	<p>5. Load / Performance</p>	<p>The CONTRACTOR will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the HSD ASPEN Bureau Chief and/or designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the HSD ASPEN Bureau Chief and/or designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the HSD ASPEN Bureau Chief and/or designee.
	<p>6. Support User Acceptance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Update the work flow diagrams and documentation as required as HSD business needs change; b) Provide test data; c) Run batch jobs as required; d) Coordinate issue resolution among all stakeholder as required by the HSD ASPEN Bureau Chief and/or designee; e) Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.

Status Reporting Responsibilities of the Contractor	1. Reporting	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the HSD ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p>
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Deliverable Nine – ASPEN Enhancements for Income Support Division’s Low Income Home Energy Program (LIHEAP)

<p><u>Deliverable</u> ASPEN Enhancements for LIHEAP</p>	<p><u>Due Date</u> No later than September 30, 2016.</p>	<p><u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$1,595,000.00 No retainage (Includes NMGR)</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>ASPEN Enhancements for LIHEAP</p>	<p>1. Enhancement Staffing</p>	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month, that documents specific activities performed by the CONTRACTOR’s staff that meets the requirements of this contract. The report will be submitted to the Department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required to achieve HSD’s goals, as described in this Contract. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interfaces must be changed to implement a system, functional, or performance requirement.</p> <p>The Procuring Agency will prioritize enhancements, listed in Exhibit E, consistent with its business requirements and/or external regulatory requirements. These enhancements will be scheduled based upon business requirements, available resources, and available development hours.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR’s proposal and/or as required by HSD, provide staff of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities approved by and communicated by the HSD ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p> <p>Per the CONTRACTOR’S submitted estimate the work required will not exceed 15,660 hours. CONTRACTOR agrees that any potential deviations from this estimate will be submitted to the HSD ASPEN Bureau Chief or designee for approval.</p>
	<p>2. Support Hours</p>	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. CONTRACTOR shall maintain staffing levels consistent with the services required under this contract</p>

	<p>3. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the HSD ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT-owned equipment at the State Data Center located in Santa Fe, NM, and at the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and to observe communicated security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>CONTRACTOR will include the creation, documentation, and use of unit test cases consistent with the contract Quality Assurance Test Plan and/or requirements established by the HSD ASPEN Bureau Chief and/or designee.</p> <p>CONTRACTOR must execute all unit tests associated with associated code changes prior to check-in of changes.</p>
	<p>2. Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope as per the contract Quality Assurance Test Plan The Contractor will:</p> <ul style="list-style-type: none"> a) Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness. b) Identify and evaluate any errors during integration testing and take appropriate steps and/or actions to prevent their promotion or further promotion of the code changes to higher-level environments. c) Complete integration and, upon successful completion of integration, promote the code changes to the QAT environment for full functional testing.

	3. Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the HSD ASPEN Bureau Chief and/or designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the HSD ASPEN Bureau Chief and/or designee.
	4. Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Use the functional testing process as required by the HSD ASPEN Bureau Chief and/or designee; b) Each requirement for any enhancement will be documented and tested per the contract Quality Assurance Test Plan in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform, to include the expected results after execution of these steps.
	5. Load / Performance	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the HSD ASPEN Bureau Chief and/or designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the HSD ASPEN Bureau Chief and/or designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the HSD ASPEN Bureau Chief and/or designee.
	6. Support User Acceptance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Update the process and documentation as required as HSD business needs change; b) Provide test data; c) Run batch jobs as required; d) Coordinate issue resolution among all stakeholder as required by the HSD ASPEN Bureau Chief and/or designee; e) Identify issues or risks that may prevent successful user acceptance testing and take

Status Reporting Responsibilities of the Contractor	1. Reporting	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the HSD ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment</p>
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Deliverable Ten – ASPEN Enhancements for Medicaid Services Division (MAD).

<u>Deliverable</u> ASPEN Enhancements for MAD	<u>Due Date</u> No later than May 15, 2016.	<u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$400,000.00 No retainage (Includes NMGRT)
Task Item	Sub Tasks	Description
ASPEN Enhancements for MAD	1. Enhancement Staffing	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month, that documents specific activities performed by the CONTRACTOR's staff that meet the requirements of this contract. The report will be submitted to the Department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required. For the implementation of new or modified functionality to support programmatic or policy changes and/or new state and Federal statutes or regulations. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interfaces must be changed to implement a system, functional, or performance requirement.</p> <p>The Procuring Agency will prioritize enhancements. listed in Exhibit F, consistent with its business requirements and/or external regulatory requirements. These enhancements will be scheduled based business requirements, available resources, and available development hours.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR's proposal and/or as required by HSD, provide staff of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p> <p>Firm-Fixed price has been determined based on the current requirements defined in the Change Request documents as of January 25th, 2016. Any additions or changes to these requirements will impact ability to compete entire list for this price.</p> <p>Per the CONTRACTOR'S submitted estimate, the work required will not exceed 4,000 hours. CONTRACTOR agrees that any potential deviations from this estimate will be submitted to the HSD ASPEN Bureau Chief or designee for approval.</p>
	2. Support Hours	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. CONTRACTOR shall maintain staffing levels consistent with the services required under this contract.</p>

	<p>3. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe communicated required security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>Contractor will include the creation, documentation, and use of unit test cases and test suites consistent with the contract Quality Assurance Test Plan and/or requirements established by the ASPEN Bureau Chief and/or Designee.</p> <p>Contractor must execute all unit tests and test suites associated with associated code changes prior to check-in of changes.</p>
	<p>2. Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope as per the contract Quality Assurance Test Plan The Contractor will:</p> <ul style="list-style-type: none"> a) Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness. b) Identify and evaluate any errors during integration testing and take appropriate steps and/or actions to prevent their promotion or further promotion of the code changes to higher-level environments. c) Complete integration and, upon successful completion of integration, promote the code changes to the QAT environment for full functional testing.
	<p>3. Regression</p>	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the HSD ASPEN Bureau Chief and/or designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the HSD ASPEN Bureau Chief and/or designee.

	<p>4. Quality Assurance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Use the functional testing process as required by HSD ASPEN Bureau Chief and/or Designee; b) Each requirement for any enhancement will be documented and tested per the contract Quality Assurance Test Plan in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.
	<p>5. Load / Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
	<p>6. Support User Acceptance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Update the work flow diagrams and documentation as required as HSD business needs change; b) Provide test data c) Run batch jobs as required; d) Coordinate issue resolution between all stakeholder as required by the ASPEN Bureau Chief and/or Designee; e) Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.

<p>Status Reporting Responsibilities of the Contractor</p>	<p>1. Reporting</p>	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the HSD ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p>
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Deliverable Eleven – ASPEN Enhancements for Education Works Program (EWP)

<p><u>Deliverable</u> ASPEN Enhancements for EWP</p>	<p><u>Due Date</u> No later than June 30, 2016.</p>	<p><u>Compensation</u> Firm-Fixed Price Total Gross Amount: Not to exceed \$200,000.00 No retainage (Includes NMGRT)</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>ASPEN Enhancements for EWP</p>	<p>1. Enhancement Staffing</p>	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month that documents specific activities performed by the CONTRACTOR’s staff that meets the requirements of this contract. The report will be submitted to the department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required to achieve HSD’s goals as described in this Contract. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interface must be changed to implement a system, functional, or performance requirement.</p> <p>The Procuring Agency will prioritize enhancements. listed in Exhibit G, consistent with its business requirements and/or external regulatory requirements. These enhancements will be scheduled based business requirements, available resources, and available development hours.</p> <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR’s proposal and/or as required by HSD, provide staff of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p> <p>Per the CONTRACTOR’S submitted estimate the work required will not exceed 2,000 hours. CONTRACTOR agrees that any potential deviations from this estimate will be submitted to the HSD ASPEN Bureau Chief or designee for approval.</p>
	<p>2. Support Hours</p>	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. CONTRACTOR shall maintain staffing levels consistent with the services required under this contract.</p>

	<p>3. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe communicated required security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>CONTRACTOR will include the creation, documentation, and use of unit test cases consistent with the contract Quality Assurance Test Plan and/or requirements established by the HSD ASPEN Bureau Chief and/or designee.</p> <p>CONTRACTOR must execute all unit tests associated with associated code changes prior to check-in of changes</p>
	<p>2. Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope as per the contract Quality Assurance Test Plan. The Contractor will:</p> <ul style="list-style-type: none"> a) Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness. b) Identify and evaluate any errors during integration testing and take appropriate steps and/or actions to prevent their promotion or further promotion of the code changes to higher-level environments. c) Complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.
	<p>3. Regression</p>	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.

	<p>4. Quality Assurance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Use the functional testing process as required by ASPEN Bureau Chief and/or Designee; b) Each requirement for any enhancement will be documented and tested per the contract Quality Assurance Test Plan in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.
	<p>5. Load / Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
	<p>6. Support User Acceptance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Update the work flow diagrams and documentation as required as HSD business needs change; b) Provide test data c) Run batch jobs as required; d) Coordinate issue resolution between all stakeholder as required by the ASPEN Bureau Chief and/or Designee; e) Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.

<p>Status Reporting Responsibilities of the Contractor</p>	<p>1. Reporting</p>	<p>The Contactor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the model template as the basis for documenting and reporting work performed;</p> <p>Submit the monthly report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the HSD ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment</p>
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Exhibit D

ASPEN Enhancements List for SB42 (NMSA 1978 §27-2-12.22)

The following table identifies the SB42 enhancements as numbered and titled in the HSD Cherwell Management System Change Request module.

Change Request Number	Title
2141	SNAP Prison/Jail Eligibility
2055	Senate Bill 42 MEDICAID FOR INDIVIDUALS DURING INCARCERATION
TBD	Reports and Web Services – phase two

Exhibit E

ASPEN Enhancements List for LIHEAP

The following table identifies the priority LIHEAP enhancements as numbered and titled in the HSD Cherwell Management System Change Request module. The priority of these enhancements is subject to revision based on HSD business requirements, level of effort estimates and available development hours of 15,660.

Change Request Number	Title
1426	LIHEAP applications in the month of September
1427	Lack of a Pending LIHEAP report
1430	LIHEAP 33-Daily NO-GO Report should display any account information returned from the vendor.
1472	Changes To ASPEN and YES 2
1500	ISD/LIHEAP denial some members already received
1549	YES NM not evaluating for crisis LIHEAP
1751	Auto-denial for new applications/intake
1795	LHP-021 frequency needs to be changed
1796	Changes needed to LIHEAP 003 reports
1841	Duplicate Issuance Report similar to HPLE316
1928	Button needed to confirm Vendor Response
1994	LHP 001 - LIHEAP Utility Bill In Another Name & LHPSP 001 -LIHEAP Factura De Utilidad en Otro Nombre
2207	Notice of Case Action (NOCA) on manual LIHEAP issuances
2208	30-Day Income Calculation for LIHEAP
2209	Public Service Company of New Mexico's (PNM) Daily Verification File

Exhibit F

ASPEN Enhancements List for MAD

The following table identifies the MAD enhancements as numbered and titled in the HSD Cherwell Management System Change Request module.

Change Request Number	Title
1488/1597	Medicare Claim information from Beneficiary and Earnings Data Exchange (BENDEX)
1953	Continuous Eligibility Modified Adjusted Gross Income (MAGI) Children
2019	Auto-Renewal for Medicaid Reports

Exhibit G

ASPEN Enhancements List for EWP

The following table identifies the EWP enhancements as numbered and titled in the HSD Cherwell Management System Change Request module.

Change Request Number	Title
2217	EWP Eligibility Determination Group (EDG) Effective 1 st of the month.
1669	Temporary Assistance for Needy Families (TANF) EWP related Clocks(combined with Change Request Number 1668)
1648	Lifetime limits historical tracking report- Child Support Enforcement Division (CSED is requesting Ad hoc report Lifetime limits. (combined with Change Request Number 1583)



**State of New Mexico
General Services Department
Purchasing Division**

Contract Amendment

Awarded Vendor:
0000006483
Deloitte Consulting, LLP
215 Lincoln Avenue Ste 205
Santa Fe, NM 87501

Telephone No.: 214-893-7253

Contract Number: 50-630-14-27039

Contract Amendment No.: One

Term: July 1, 2015 through June 30, 2019

Ship to:
Human Services Department
1301 Siler Road Bldg B/C
Santa Fe, NM 87505

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
Same as "Ship To" Address

For questions regarding this Contract please contact:
Mario Gonzales 505-476-3948

Title: Aspen Maintenance and Operations Information Training

This Contract Amendment is to be attached to the respective contract and become a part thereof. This amendment is issued to reflect the following effective immediately:

Increase the amount on the compensation by \$1,586,034.00 for a total compensation of \$49,145,562.00 including New Mexico gross receipts tax. Add deliverables 5 & 6 and Exhibits B-1 & C-1 as per the attached amendment.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 11/25/2015

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
KS

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 1**

SPD Contract No. 50-630-14-27039

THIS Amendment No. 1 to PSC 50-630-14-27039 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency" and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- Increase the amount of the total contract by \$1,586,034.00
- Add Deliverable 5 – ASPEN Enhancements for SNAP Employment and Training Program
- Add Deliverable 6 – Additional ASPEN Enhancement staff for Debra Hatten-Gonzales (DHG) consent decree' work
- Add Exhibit B-1 – Additional ASPEN Enhancements List for SNAP Employment and Training Program
- Add Exhibit C-1, Additional ASPEN Enhancements List for SNAP Employment and Training Program

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

ARTICLE 2 – SCOPE OF WORK, Paragraph A, is amended as follows:

- A. The Contractor shall perform the work as outlined in Exhibit A, Scope of Work, in PSC 16-630-4000-0001; and as outlined in Exhibit B-1 – Additional ASPEN Enhancements List for SNAP Employment and Training Program and Exhibit C-1, Additional ASPEN Enhancements List for SNAP Employment and Training Program, in this Amendment, attached hereto and by this reference, incorporated herein.

ARTICLE 3 - COMPENSATION, Paragraph B, is amended as follows:

- B. Payment. The total compensation under this Agreement **shall not exceed \$49,145,562 including New Mexico gross receipts tax**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total

compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date **WILL NOT BE PAID**.

The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, tax penalties and interest, if applicable, employment or benefit contributions required under Federal and/or state and local laws and regulations and any other employment or benefit related costs regarding their staff, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

Exhibit-B-1, Additional Scope of Work, is added to include Deliverable 5: ASPEN Enhancements for SNAP Employment and Training Program; and Deliverable 6: Additional ASPEN Enhancement staff for Debra Hatten-Gonzales (DHG) consent decree' work; both attached hereto and referenced herein.

Exhibit C-1, Additional ASPEN Enhancements List for SNAP Employment and Training Program, is added, attached hereto and referenced herein.

All other Articles, Terms, Conditions and Deliverables of PCS 16-630-4000-0001, as amended, remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 11/2/15
Brent Earnest, Cabinet Secretary-Designate
Human Services Department

By: [Signature] Date: 26 Oct 2015
Mike Phelan, Principal
Deloitte Consulting, LLP

By: [Signature] Date: 10.27.2015
Susan L. Pentecost, Chief Information Officer
Human Services Department

Approved for legal sufficiency:

By: [Signature] Date: 10/24/15
Christopher P. Collins, General Counsel
Human Services Department

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:

CRS ID Number: 03-011368-00-7

By: [Signature] Date: 11/3/15
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 13 NOV 2015
Darryl Ackley, Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Division:

By: [Signature] Date: 11/22/15
Purchasing Agent for the State of New Mexico

By: [Signature] Date: [Signature]
HSD Chief Financial Officer

**Exhibit B-1
Additional Scope of Work**

Deliverable 5 – ASPEN Enhancements for SNAP Employment and Training Program

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
ASPEN Enhancements for SNAP Employment and Training Program	No later than December 31, 2015	Firm-Fixed Price Total Gross Amount: Not to exceed \$252,754.00 No retainage (Includes NMGRT)
Task Item	Sub Tasks	Description
ASPEN Enhancements For SNAP Employment and Training Program	1. Enhancement Staffing	<p>The CONTRACTOR will provide a final report summarizing activities performed by the CONTRACTOR's staff to meet the requirements of this deliverable. The report will be submitted to the department for approval in order to invoice for services. Throughout the duration of this contract amendment period, application enhancements will be required to achieve HSD's goals as described in this Contract. Attached Appendix 1 includes the enhancements to be completed under this deliverable.</p> <p>The primary drivers of enhancements is as listed in Appendix 1:</p> <ul style="list-style-type: none"> • Implementation of new or modified functionality required to support programmatic or policy changes as listed in Appendix 1 • The need for operational improvements and/or efficiencies prioritized by the State; <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR's proposal and/or as required by HSD, staff levels of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>Firm-Fixed price has been determined based on current requirements defined in the Change Request documents as of October 9, 2015. Any additions or changes to these requirements will impact ability to complete entire list for this price.</p>
	2. Support	Ongoing maintenance and support of these enhancements will be covered under Deliverable two of this contract (Maintenance and Operations) with no additional resources being added.

	<p>3. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe communicated required security or work area requirements or standards.</p>
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>Contractor will include the creation, documentation, and use of unit test cases and test suites consistent with requirements established by the ASPEN Bureau Chief and/or Designee.</p> <p>Contractor must execute all unit tests and test suites associated with associated code changes prior to check-in of changes.</p> <p>Major code change must have, at a minimum, one associated test case.</p>
	<p>2. Integration</p>	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher-level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>

	3. Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> a) Validate all code changes to confirm appropriate and secure functionality; b) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.
	4. Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee; b) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; c) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.
	5. Load / Performance	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> a) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; c) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.

	6. Support User Acceptance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> a) Update the process and documentation as required as HSD business needs change; b) Provide test data c) Run batch jobs as required; d) Coordinate issue resolution between all stakeholder as required by the ASPEN Bureau Chief and/or Designee; e) Identify issues or risks that may prevent successful user acceptance testing and take
Status Reporting Responsibilities of the Contractor	1. Reporting	<p>The Contactor will validate work performed by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the current Deliverable three monthly report format as the basis for documenting and reporting work performed;</p> <p>Submit the report as required by this contract no later than the fifteenth day following the deliverable date.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p>

Deliverable 6 – Additional ASPEN Enhancement staff for Debra Hatten-Gonzales (DHG) consent decree' work

<u>Deliverable</u>	<u>Due Date</u>	<u>Compensation</u>
ASPEN Enhancements DHG Work	January 1, 2016 through June 30, 2016	Total Gross Amount: Not to exceed \$1,333,280.00 Monthly Deliverable Gross Amount: Not to exceed \$222,213.33 No retainage (Includes NMGRT)

Task Item	Sub Tasks	Description
ASPEN Enhancements DHG Work	1. Enhancement Staffing	<p>The CONTRACTOR will provide a monthly report, to be submitted no later than the fifteenth business day of the month that documents specific activities performed by the CONTRACTOR's staff that meets the requirements of this contract. The report will be submitted to the department for approval in order to invoice for services. Throughout the duration of this contract, application enhancements will be required to achieve HSD's goals as described in this Contract. Enhancements exist when program source code, reference tables, business rules, configuration, data elements or interface must be changed to implement a system, functional, or performance requirement.</p> <p>The primary drivers of enhancements may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Implementation of new or modified functionality required to support programmatic or policy changes and/or new state or federal statutes or regulations related specifically to the DHG consent decree. <p>The CONTRACTOR will provide experienced staff, as defined in the CONTRACTOR's proposal and/or as required by HSD, staff levels of appropriate qualifications to perform system enhancement services as directed and required.</p> <p>These services will be performed as per the priorities communicated and approved by the ASPEN Bureau Chief or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p>

	<p>2. Staffing</p>	<p>Contractor shall provide appropriate staff equivalents for the deliverable period required per the chart below. These resources will be dedicated to the performance of Enhancements Deliverable-related services:</p> <p>Table 2:</p> <table border="1" data-bbox="695 424 1419 684"> <thead> <tr> <th>Category/Staff Position</th> <th>Estimated FTEs</th> <th>Hourly Rate</th> </tr> </thead> <tbody> <tr> <td>Business Analyst</td> <td>2</td> <td>\$176.00</td> </tr> <tr> <td>Java Developers</td> <td>8</td> <td>\$100.00</td> </tr> <tr> <td>Quality Assurance Analyst</td> <td>2</td> <td>\$65.00</td> </tr> <tr> <td>Total</td> <td></td> <td>\$1,333,280</td> </tr> </tbody> </table>	Category/Staff Position	Estimated FTEs	Hourly Rate	Business Analyst	2	\$176.00	Java Developers	8	\$100.00	Quality Assurance Analyst	2	\$65.00	Total		\$1,333,280
Category/Staff Position	Estimated FTEs	Hourly Rate															
Business Analyst	2	\$176.00															
Java Developers	8	\$100.00															
Quality Assurance Analyst	2	\$65.00															
Total		\$1,333,280															
	<p>3. Support Hours</p>	<p>The Contractor must provide enhancement services during normal working hours (40 hours per week per person). Services will be provided regardless of CONTRACTOR staffing levels or staff absences. Staffing levels will be maintained consistent with the services required under this contract.</p>															
	<p>4. Work Location and Oversight</p>	<p>All work will be performed at CONTRACTOR offices in Santa Fe or Albuquerque, unless other arrangements have been approved by HSD in writing.</p> <p>CONTRACTOR management staff will be expected to attend and participate in scheduled meetings with HSD staff at the HSD offices, or at other offices by request of the ASPEN Bureau Chief or designee.</p> <p>ASPEN is installed and operated on HSD and DoIT owned equipment at the State Data Center located in Santa Fe, New Mexico and the TIWA Building in Albuquerque, NM. CONTRACTOR staff may be expected to conduct service work at these locations and observe communicated required security or work area requirements or standards.</p>															
<p>Quality Assurance Process</p>	<p>1. Unit Testing</p>	<p>Contractor will include the creation, documentation, and use of unit test cases and test suites consistent with requirements established by the ASPEN Bureau Chief and/or Designee.</p> <p>Contractor must execute all unit tests and test suites associated with associated code changes prior to check-in of changes.</p> <p>Major code change must have, at a minimum, one associated test case.</p>															

	2. Integration	<p>The Contractor will perform code or other integration tasks related to any system code changes within ASPEN scope to include documentation of planning and execution to be approved by the ASPEN Bureau Chief and /or Designee. The Contractor will:</p> <p>Develop and document a release plan for each release to be integrated into the existing codebases and tested to confirm Contractor has maintained functional correctness.</p> <p>Contractor will evaluate process to identify any errors during this process and will take appropriate steps and actions to prevent their promotion or further promotion of the code changes to higher-level environments.</p> <p>Contractor will complete integration and, upon successful completion of integration, will promote the code changes to the QAT environment for full functional testing.</p>
	3. Regression	<p>The Contractor will organize, document, and maintain a regression test library to perform regression testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this regression test capability to:</p> <ul style="list-style-type: none"> c) Validate all code changes to confirm appropriate and secure functionality; d) Establish a baseline for testing and, as needed, develop for each release any additional regression testing scripts that will be used to validate the current functionality and form the basis of future regression tests in later releases as long as they are identified and prioritized by the ASPEN Bureau Chief and/or Designee.
	4. Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> d) Utilize the Functional Testing Process as required by ASPEN Bureau Chief and/or Designee; e) Document each requirement for any enhancements to include at least one associated test scenario in order to verify test coverage of all requirements of the change; f) Detail all sequences of steps or events that Contractor or Quality Assurance Analyst must perform to include the expected results after execution of these steps.

	<p>5. Load / Performance</p>	<p>The Contractor will organize, document, and maintain a load performance testing process to perform load and system performance testing as required or directed by the ASPEN Bureau Chief and/or Designee. The Contractor will use this process to:</p> <ul style="list-style-type: none"> d) Develop and maintain, as approved by the ASPEN Bureau Chief and/or Designee, a standard set of load testing scripts that enable ASPEN or other related systems to be stress tested based upon specified levels of use and applicable response times; e) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed; f) Execute load testing on the types of system changes or enhancements included within any releases, or to identify any potential issues that may have been identified in the production environment. Exceptions to this requirement will be determined by the ASPEN Bureau Chief and/or Designee.
	<p>6. Support User Acceptance Testing</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> f) Update the process and documentation as required as HSD business needs change; g) Provide test data h) Run batch jobs as required; i) Coordinate issue resolution between all stakeholder as required by the ASPEN Bureau Chief and/or Designee; j) Identify issues or risks that may prevent successful user acceptance testing and take
<p>Status Reporting Responsibilities of the Contractor</p>	<p>1. Reporting</p>	<p>The Contractor will validate work performed by submitting a report documenting all activities performed for compensation under this deliverable.</p> <p>Use the current Deliverable three monthly report format as the basis for documenting and reporting work performed;</p> <p>Submit the report as required by this contract no later than the fifteenth day following the end of the month in which the work was performed.</p> <p>In cases where Contractor has been notified that its documentation is lacking or not clear, Contractor will revise the report to accurately document work performed. Upon written acceptance of a complete and accurate report by the ASPEN Bureau Chief and/or Designee, the Contractor may submit an invoice for payment.</p>

Exhibit C-1
Additional ASPEN Enhancements List for SNAP Employment and Training Program

Change Request ID Number	Title	Description
1337	Alerts for Existing SL Start	This request covers the trigger for the E&T and/or Able Bodied Adult Without Dependents (ABAWD) Mandatory to Exempt to create an alert to SL Start; The Alert Description in ASPEN says: SNAP Employment and Training exemption is expiring. Review Employment and Training exemptions and take appropriate action. The Condition is that a task is generated on the nightly batch of 10 working days before the employment exemption expiration date for active SNAP individuals. The Trigger Page is WPIIS Works Program - Initiate Action; it is sent to the NMW Worker Queue; It also covers what triggers the distribution of each of the new E&T and ABAWD forms.
1812	Addition of document types in Image Now	HSD would like to add a document type of disconnect notice. Currently, we are having to use utility bill. At least the processing queue would have an idea if clients brought in a disconnect notice. Also NMW needs additional document types in Image Now. Add a document type of: 1. Work Assessment 2. Orientation Acknowledgment Form 3. NMW Resume 4. NMW Other Also ISD 100 needs to be changed to HSD 100. This will enable field staff to quickly identify crisis LIHEAP information and ensure it is handled timely. This will also assist SL Start with needed document types. I do not think this needs a change request?
1858	2nd party review security changes for E & T regional NMW staff	The regions have one NMW staff person who handles the E&T disqualifications. This poses a problem for the TANF Liaisons in the counties as they do not receive the alert for 2nd party review. A change needs to be made to security roles that will allow the CDS to have multiple liaisons and they should be able to determine which liaison receives the alert based upon the assigned county office. This is causing additional work to be done by one county office. They are either processing the 2nd party reviews for their entire region, or they are having to transfer the case to the correct office. as per incident 18929. Is this a CR or can the roles just be added?

2140	ABAWD Good Cause Alert	ABAWD mandatory participant can request Good Cause when unable to complete required activities. Upon the participant's request, NMW Service provider will determine if Good Cause is applicable. If Good Cause is applicable, the participant is not required to complete their activity for the approved month. ASPEN will need to be programmed to identify all ABAWD individuals with Good Cause for the prior month effective February 1, 2016.
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**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
ASPEN Maintenance and Operations Information Technology Agreement
AMENDMENT No. 1**

SPD Contract No. 50-630-14-27039

THIS Amendment No. 1 to PSC 50-630-14-27039 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "Procuring Agency" and **Deloitte Consulting LLP**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

The purpose of this Amendment is to:

- Increase the amount of the total contract by \$1,586,034.00
- Add Deliverable 5 – ASPEN Enhancements for SNAP Employment and Training Program
- Add Deliverable 6 – Additional ASPEN Enhancement staff for Debra Hatten-Gonzales (DHG) consent decree' work
- Add Exhibit B – ASPEN Enhancements List for SNAP Employment and Training Program

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

ARTICLE 2 – SCOPE OF WORK, Paragraph A, is amended as follows:

- A. The Contractor shall perform the work as outlined in Exhibit A, Scope of Work, in PSC 16-630-4000-0001; and as outlined in Exhibit B, Additional Scope of Work, in this Amendment, attached hereto and by this reference, incorporated herein.

ARTICLE 3 - COMPENSATION, Paragraph B, is amended as follows:

- B. Payment. The total compensation under this Agreement **shall not exceed \$49,145,562 including New Mexico gross receipts tax**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.



State of New Mexico General Services Department

Contract

Awarded Vendor

Deloitte Consulting LLP
215 Lincoln Avenue STE 205
Santa Fe, NM 87501

Telephone No. 214-893-7253

Contract Number: 50-630-14-27039

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:

Human Services Department
1301 Siler Road Bldg B/C
Santa Fe, NM 87505

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Invoice:

Same AS "Ship To" address

For questions regarding this contract please contact:
Mario Gonzales 505-476-3948

Title: **ASPEN Maintenance and Operations Information Technology**

Term: **July 1, 2015 through June 30, 2019**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/29/2015

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

KS

**State of New Mexico
HUMAN SERVICES DEPARTMENT**

ASPEN Maintenance and Operations Information Technology Agreement

SPD Contract No. **50-630-14-27039**

6483 Vendor #

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the **Human Services Department**, hereinafter referred to as “HSD” or the “Procuring Agency,” and **Deloitte Consulting LLP**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*, the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the Offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of **RFP Number 50-630-14-27039 and the Contractor’s response to such document(s) are incorporated herein by reference; and**

WHEREAS, all Parties agree that, pursuant to the Procurement Code, 1.4.1.52 *et. seq.* the total amount of this Agreement is \$60,000.00 or more, excluding taxes; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

“Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.

“Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

“Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

“Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

“Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as

confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

“Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **Kathy Martinez, Aspen Bureau Chief**, or his/her Designated Representative.

“Contractor Technology” means all Intellectual Property, software, methodologies, processes, technologies, algorithms, development tools or forms, templates or output used in performing the services which are based on trade secrets or proprietary information of Contractor or its subcontractors or are otherwise owned or licensed by Contractor or its subcontractors, and all modifications and derivatives thereof.

“Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.

“Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

“Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

“DoIT” shall mean the Department of Information Technology.

“DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.

“Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.

“Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

“Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.

“GRT” shall mean New Mexico gross receipts tax.

“Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

“Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.

“Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records,

notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

“Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

“Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

“Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT.

“Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **Laura Eaton, IT Project Manager** or his/her Designated Representative.

“Qualified” means demonstrated experience performing activities and tasks with Projects.

“Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

“Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

“Release Planning Team” shall mean a team comprising the Contractor Release Manager or designee, Contractor Business Analyst, HSD ASPEN Release Manager or designee, and ITD Project Manager or designee.

“State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

“State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

“Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

“Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

“Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

“Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.
- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. Not Applicable. The Parties agree that any applicable license shall be granted in accordance with Article 9 of this Agreement..
- E. Source Code. Not Applicable. The Parties agree there is no Source Code.
- F. The Procuring Agency's Rights.
1. Rights to Software. The Procuring Agency will own all right, title, and interest in and to the Procuring Agency's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software (collectively "Work Product"), except that the Work Product will not include Contractor Technology or third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the Procuring Agency, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.
 2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
 3. Rights to Data. Any and all Procuring Agency data stored on the Contractor's servers or within the Contractor's custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency's data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement **shall not exceed \$47,559,528.00 including New Mexico gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 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 ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date **WILL NOT BE PAID.**

The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, tax penalties and interest, if applicable, employment or benefit contributions required under Federal and/or state and local laws and regulations and any other employment or benefit related costs regarding their staff, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. The parties agree there is no retainage.
- E. Performance Bond. Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of \$3 million in the name of the Procuring Agency. The Performance Bond shall

be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverable(s) as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable(s), or description of the Deliverable(s), to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable(s) price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).
- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable(s) provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):
1. Complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
 2. Complies with the terms and conditions of the RFP;
 3. Meets the performance measures for the Deliverable(s) and this Agreement;
 4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
 5. Complies with all the requirements of this Agreement.

If the Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, or such other period as agreed to by the parties in writing.

- C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable(s) will be deemed to have been Accepted. If the Deliverable(s) is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or

requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable(s). If the Deliverable(s) is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable(s) under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than three times for Acceptance due to the Contractor's failure to meet the requirements under this Agreement, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement. In the event that any Deliverables are or have been Accepted in writing by the Executive Level Representative pursuant to the terms of this Agreement, the Contractor shall be entitled to rely on such Acceptance.. Deliverables placed into production by the Procuring Agency shall be considered Accepted and subject to compensation as set forth in Article 3, and are further subject to warranties as set forth in Article 11.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT and SPD.

The term of this agreement will be from July 1, 2015, or upon SPD contract approval, whichever is later through June 30, 2019, with four one-year optional renewals as determined by the procuring agency. The contract term, including extensions and renewals, shall not exceed eight years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- A. **Grounds.** The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement. .

- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
 2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
 3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;

4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for cost of work performed up to the date of termination;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct, the Contractor's liability shall be subject to the limitations of liability set forth in Article 18 of this Agreement.
8. Should this Agreement terminate due to the Contractor's Default, Article 16 shall apply.
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least twenty (20) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's turnover policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Deliverables and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Deliverables and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
1. Consistent with Article 2(F) hereof, retain ownership of all Deliverables and documentation created pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for Services pursuant to Article 7(A)(5) above

ARTICLE 8 – INDEMNIFICATION

- A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, in each case for personal injury (including but not limited to death or sexual harassment) or damage to personal property to the extent directly caused by the negligent act or failure to

act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.].

ARTICLE 9 – INTELLECTUAL PROPERTY

- A. **Ownership.** Other than Contractor Technology, any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, that are incorporated into an Accepted Deliverable, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Other than Contractor Technology, any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, incorporated into an Accepted Deliverable, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to such Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose such Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall deliver to the Procuring Agency, within fifteen (15) Business Days of their completion, any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How. Contractor will retain all right, title and interest in and to all Contractor Technology. Any Contractor Technology incorporated into an Accepted Deliverable will be considered licensed to HSD in accordance with the license terms above for use in connection with such Accepted Deliverable.

Notwithstanding anything to the contrary herein, in accordance with 45 C.F.R. Part 95.617, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, for Federal Government purposes all software, the Custom Software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial

Participation under this Agreement, including, but not limited to those covered by copyright.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
 2. Work with the Contractor to control the defense and settlement of the claim; and
 3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

The Contractor may control the defense of such claim provided the Contractor shall not, absent the Procuring Agency's prior written consent, agree to any settlement that prejudices the Procuring Agency or otherwise acknowledge any fault or liability on the part of the State of New Mexico. If the Contractor controls the defense of such claim, the Contractor may not seek any apportionment of attorneys' fees and costs incurred by Contractor in defense of such claim. The Procuring Agency, to the extent it desires, may also participate in the Contractor's defense.

- B. **Procuring Agency Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
 2. Replace or modify the product or service so that it becomes non-infringing; or
 3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

- A. **General.** The Contractor hereby expressly warrants the work will be performed in a workmanlike manner and in accordance with all generally accepted industry standards and the professional practices used in the industry.

- B. Software. In the event HSD exercises optional deliverable 4, the Contractor warrants that the software Deliverables (not including third party products) delivered for deliverable 4 under this Agreement (referred to in this paragraph as “the software Deliverables”) shall substantially comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards during the warranty period as defined below. The Contractor further warrants that the software Deliverables provided under this Agreement will substantially meet the applicable specifications for one (1) year after Acceptance by the Executive Level Representative or implementation by the Procuring Agency or termination or expiration of this Agreement, whichever is soonest (the “warranty period”). If the software Deliverable fails to substantially meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications. For any such failure, the Procuring Agency will provide the Contractor, in writing, notice of the failure, description of the operation, adequate documentation and evidence to reproduce the failure, to the extent available, prior to the final ninety (90) days of the warranty period (to allow for any warranty corrections during the remainder of the warranty period), and, when necessary, demonstrate the failure to the Contractor so that the cause of the failure may be traced and corrected. The Contractor has no obligation to make warranty repairs attributable to the Procuring Agency’s misuse or modification of the software Deliverables after Acceptance.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be as designated and described on Exhibit A-3 attached and incorporated hereto.
- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned

personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

- A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;

- (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
- 1. Providing the Project documentation;
 - 2. Allowing the IV&V vendor to sit in on the Project meetings; and
 - 3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH

The Procuring Agency will provide written notice to the Contractor of any default and/or Breach by the Contractor of this Agreement, for any reason whatsoever. The Contractor will have thirty (30) days to cure or receive approval from the Procuring Agency (which will not be unreasonably withheld), of a plan to cure the default/breach within thirty (30) calendar days. If the default/breach is not cured, or a plan to cure provided, within thirty (30) calendar days, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting reasonable and verifiable direct costs and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure may be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's seeking to obtain from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief, without the posting of bond, in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 – LIABILITY

A. Contractor shall be liable for damages arising out of personal injury to persons and/or damage to personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alternations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment by Contractor, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of personal injury to such person.

The Contractor shall not be liable, in connection with this Agreement, for damages to the State of New Mexico in excess of \$45,140,328. This limitation of liability is irrespective of the form of action or theory of liability (whether in contract, tort, or otherwise). Notwithstanding the above, this limitation of liability shall not apply to:

1. Damages finally adjudicated to be a direct result from Contractor's bad faith or willful misconduct.
2. Articles 8 and 10 regarding indemnification.

B. Neither party shall be liable to the other party hereunder for indirect or consequential damages, or loss of goodwill or profits in connection with this Agreement. Notwithstanding the foregoing, Contractor shall remain responsible for reasonable and verifiable direct costs pursuant to Article 16, subject to the limitation of liability in Paragraph (A).

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

- A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.
- B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Agency or developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency except as required by applicable law or court order. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. The Contractor may retain copies of such information to the extent required to support any audit obligations, with the express written consent of the Procuring Agency.

ARTICLE 23 – CONFLICT OF INTEREST

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
- 2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest,

public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

- 3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
 - 4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - 5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - 6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- C. The Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

ARTICLE 24 - RECORDS AND AUDIT

- A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.
- B. The HSD may request that Contractor contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, pursuant to a mutually agreed to and executed amendment to this Agreement to designate scope and expense for such audit, or may itself contract for such an audit at the HSD's expense, as applicable and appropriate in accordance with 2 CFR 200. In such event, HSD or the Contractor, as applicable shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The HSD or Contractor, as applicable, shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. If procured by Contractor pursuant to this clause, the Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement if it determines that such an audit is warranted or desired. If the HSD contracts for the independent audit, Contractor shall cooperate with such audit and provide such information and record as are required by the audit requirements of 2 CFR 200 as part of such cooperation.
- C. If procured by Contractor pursuant to the preceding paragraph, upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.
- D. Within thirty (30) days thereafter, or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

- E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, §200.500, and appendices where appropriate.
- F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F, §200.500 and appendices.

ARTICLE 25 - AMENDMENT

- A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:
 1. Deliverable requirements, as outlined in Exhibit A;
 2. Due Date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement Compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.
- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

- C. In the event of any conflict among the documents and materials, the following order of precedence shall apply:
 - 1. The terms and conditions of this Agreement and its Exhibits;
 - 2. The request for proposals including supporting documents; and
 - 3. The Contractor's proposal including the best and final offer.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Kathy Martinez
ASPEN Bureau Chief
1301 Siler Road Suite B/C
Santa Fe, New Mexico 87507

For CONTRACTOR

Deloitte Consulting LLP
Attn: Michael Phelan, Principal
150 Washington Avenue, Suite 300
Santa Fe, NM 87501
214.840.1890
miphelan@deloitte.com

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Indemnification, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: The Articles entitled Compensation, Liability, and Termination Management.

ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 34 – DEBARMENT AND SUSPENSION and OTHER RESPONSIBILITY MATTERS

Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

The Contractor shall provide immediate written notice to Procuring Agency's Project Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to Procuring Agency, Procuring Agency may terminate the Agreement.

As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, Contractor shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Procuring Agency when it requests sub-contractor approval from the Procuring Agency. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Procuring Agency may refuse to approve the use of the sub-contractor.

ARTICLE 35 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

The Contractor, by executing this Agreement, certifies to the best of its knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the Procuring Agency, termination of the Agreement.

ARTICLE 36 – NON-DISCRIMINATION

The Contractor agrees to comply fully with Title IV of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 37 – DRUG FREE WORKPLACE

Definitions. As used in this paragraph—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

The Contractor, if other than an individual, shall:

Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

Establish an ongoing drug-free awareness program to inform such employees about:

The dangers of drug abuse in the workplace;

The Contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B.(1);

Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

Abide by the terms of the statement; and

Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

Notify the Procuring Agency Project Manager in writing within 10 days after receiving notice under (B) (4) (ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

Within 30 days after receiving notice under B.(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or
Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.

The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

In addition to other remedies available to the Procuring Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 38 – FINDINGS AND SANCTIONS

The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

ARTICLE 39 – PERFORMANCE

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA) with the following requirements:

- A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.
- B. Contractor agrees that, if Federal Tax Information (FTI) is introduced into ASPEN by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or received or created on behalf of, HSD by Contractor pursuant to performance of the Services, Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of, HSD by Contractor pursuant to the Services, or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of, HSD by Contractor pursuant to the Services, all together referred to hereafter in Article 39 as Confidential Information, made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.
- C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be deleted from, or otherwise wiped, removed, or rendered unreadable or incapable of reconstitution by known means on all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded, using IRS Pub 1075 information storage safeguarding controls for FTI to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as IRS Publication 1075, HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance

requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

- G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.
- H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.
- I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.
- J. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within 24 hours of their discovery.
- K. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
- L. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide daily updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
- M. The HSD will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.

All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon HSD's request, all such client files

and patient records shall be returned to HSD upon HSD's request or no later than the final agreed upon termination date of this contract.

ARTICLE 40 – CRIMINAL/CIVIL SANCTIONS

Each officer or employee of Contractor to whom returns or return information is or may be disclosed shall be notified in writing by Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of Contractor to whom returns or return information is or may be disclosed shall be notified in writing by Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Procuring Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Contractor agrees that granting access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the Procuring Agency's applicable security policy and

procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the Procuring Agency's files for review. As part of the certification and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS Publication 1075) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the Procuring Agency's security requirements.

ARTICLE 41 – INSPECTION

The IRS and the Procuring Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ARTICLE 42 – CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

ARTICLE 43 – CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY

The Contractor and all its subcontractors, consultants, or agents performing the Services under this Agreement must comply with the following standards insofar as they apply to Contractor's processing or storage of Procuring Agency's data:

The Federal Information Security Management Act of 2002 (FISMA);
The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
Social Security Administration (SSA) Office of Systems Security Operations Management Guidelines insofar as they relate to Procuring Agency guidance related to the protection and security of applicable SSA provided data;
NMAC 1.12.20, *et seq.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below:

By: [Signature] Date: 6/23/15
Brent Ernst, Cabinet Secretary Human Services Department

By: [Signature] Date: 6-22-2015
Michael Phelan, Principal, Deloitte Consulting LLP

By: [Signature] Date: 6/23/15
Danny Sandoval, HSD Chief Financial Officer

By: [Signature] Date: 6.22.2015
Susan L. Pentecost, HSD Chief Information Officer

Approved for legal sufficiency:

By: [Signature] Date: 6/23/15
Christopher P. Collins, HSD General Counsel

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

CRS ID Number: 03-011368-00-7

By: [Signature] Date: 6/24/15
Tax and Revenue Department Representative

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature] Date: 6-26-15
Darryl Ackley, State CIO, Cabinet Secretary DoIT

This Agreement has been approved by the State Purchasing Agent:

By: [Signature] Date: 6/29/15
Lawrence Maxwell, State Purchasing Agent
[Signature] 7/1/15