

**Human Services Department**

**REQUEST FOR PROPOSALS (RFP)**

**ASPEN IT Enhancement and Support Services**

**RFP # 22-630-4000-0006**



RFP Release Date: 04/07/2022

Proposal Due Date: 06/06/2022

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The State of New Mexico (NM) Human Services Department's (HSD) eligibility system, Automated System Program and Eligibility Network (ASPEN) is utilized by eligibility workers and other staff to determine eligibility for multiple public assistance programs administered by the department for low-income New Mexicans. These public assistance programs include Medicaid and Children's Health Insurance Program (CHIP); Supplemental Nutrition Assistance Program (SNAP); Temporary Assistance for Needy Families (TANF); Low Income Home Energy Assistance Program (LIHEAP); General Assistance for low-income individuals with disabilities; Meals for Homeless People; Refugee Resettlement Program (RRS); School Commodity Foods Program; SNAP Education Program (SNAP-Ed); and the Emergency Food Assistance Program (TEFAP).

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through a competitive process and negotiations to provide the department with maintenance, operation, and enhancement of ASPEN and associated systems including the Work Path and NM Service Connect applications. Maintenance, operation, and enhancement of components and commercial off the shelf (COTS) software is part of the scope of this RFP. Management and support of the Amazon Web Services (AWS) cloud environment, services, and components necessary for ASPEN to function and interface with partners is also part of the scope of this RFP. Use of the term ASPEN in this RFP shall include all items referenced in this paragraph unless explicitly stated below.

## **B. BACKGROUND INFORMATION**

This section provides background on the Department that may be helpful in preparing a proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

### **HSD MISSION**

To transform lives. Working with our partners, we design and deliver innovative, high-quality health and human services that improve the security and promote independence for New Mexicans in their communities.

### **HSD GOALS**

1. Improve the value and range of services we provide to ensure that every qualified New Mexican receives timely and accurate benefits.
2. Create effective, transparent communication to enhance the public trust.

3. Successfully implement technology to give customers and staff the best and most convenient access to services and information.
4. Promote an environment of mutual respect, trust, and open communication for staff to grow and reach our professional goals.

This RFP directly supports Goals 1 and 3 of HSD.

See this link for further information regarding the Department's strategic plan:

<https://www.hsd.state.nm.us/wp-content/uploads/FINAL-SFYs22-23-HSD-Strategic-Plan.pdf>

## **ORGANIZATION OF HSD**

HSD is a cabinet-level department in the Executive Branch of New Mexico State Government. The department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. The department consists of the Office of the Secretary and the following Divisions and Offices described below.

1. Administrative Services Division (ASD) provides the department with support services, financial control and reporting activities for more than \$8.2 billion. The goal is to maximize accountability through efficient and well-constructed business processes.
2. Behavioral Health Services Division (BHSD)'s primary role is to serve as the Mental Health and Substance Abuse State Authority for New Mexico. BHSD addresses needs, services, planning, monitoring, and continuous quality systemically across the state. The BHSD is a member of the New Mexico Behavioral Health Collaborative (the "Collaborative") and works with the Collaborative to establish policy and implement strategies to manage the behavioral health system.
3. Child Support Enforcement Division (CSED) administers the state and federal program to collect support from non-custodial parents. Its primary mission is to maximize the collection of child support for all New Mexico children.
4. Office of Fair Hearings (OFH) has Administrative Law Judges who conduct hearings for the public assistance programs and services administered by the department, CSED administrative hearings, beWellNM hearings, and Administrative Disqualification Hearings. The OFH schedules thousands of hearings each year. While some hearings result in recommendations being submitted to the HSD division directors who issue the final decision, others are finalized by the Administrative Law Judge in accordance with federal and state rules and regulations.

5. Information Technology Division (ITD) is led by the HSD Chief Information Officer (CIO). ITD provides timely, cost-effective information technology services to the department, its programs, divisions, and offices. This support enables the department to fulfill its mission in an efficient and responsive manner, and ensures the department gains full benefit from its current and future investments in technology.
6. Income Support Division's (ISD) mission is to relieve, minimize or eliminate poverty and to make available certain services for eligible low-income individuals and families through statewide programs of financial assistance, food assistance, employment assistance and training services. ISD currently has thirty-two (32) field offices statewide.
7. Medical Assistance Division (MAD) manages the State's Medicaid program, which provides healthcare coverage for approximately 950,000 New Mexicans. Medicaid covers low-income pregnant women, low-income children and their mothers, low-income elderly and disabled individuals and low-income adults ages nineteen (19) to sixty-four (64).
8. Office of General Counsel (OGC) provides high quality legal services to all of HSD's divisions, bureaus and programs. OGC's 50-plus attorneys provide general legal services department-wide, as well as specialized services in the area of family law and child support. OGC assists all the department's divisions with a wide range of legal issues, including the development of contracts, participation in recipient and provider hearings, litigation, legislative initiatives, negotiations, settlements, evaluation of legal documents, training, compliance with state and federal laws and regulations, and policy and program development.
9. Office of Human Resources (OHR) supports the department's managers and staff by performing recruiting, hiring and termination; administering employee benefits; handling classification and compensation; managing employee and labor relations; supporting staff development and training; and leading emergency preparedness, safety and loss prevention.
10. Office of Inspector General (OIG)'s mission is to prevent and detect fraud, waste and abuse in the department's public assistance programs and services, and internal operations. The OIG conducts financial and program audits, criminal, civil, and administrative investigations, special reviews, and administers the Medicaid Program Integrity Unit and Public Assistance Reporting Information System (PARIS) programs. The OIG is comprised of the Internal Review Bureau, Investigations Bureau, and Central Office.

## SYSTEM BACKGROUND

HSD serves 1,051,755 (as of January 1, 2022) New Mexicans by administering several large state and federally funded programs. Table 1 below provides some sample information regarding the number of cases supported by the ASPEN system for the listed programs.

### Active Case and Recipient Counts by Program as of January 1, 2022

	TANF	Education Works	SNAP	MEDICAID	General Assistance	Refugee Assistance	LIHEAP
Active Cases	13,101	52	289,386	582,370	1,816	165	6,982
Active Customers	35,719	150	559,957	954,491	1,862	173	14,986

Table 1- Recipient Counts by Program

HSD implemented ASPEN in 2013. ASPEN is New Mexico’s public assistance eligibility system. It supports public assistance program administration for Medicaid, SNAP, cash assistance and other human services programs. ASPEN adheres to federal Medicaid eligibility determination requirements, Health Insurance Portability and Accountability Act (HIPAA) rules, Section 504 and 508 accessibility requirements, and Section 1561 recommendations from the Department of Health and Human Services (DHHS). In addition, the architecture of ASPEN meets the Medicaid Information Technology Architecture (MITA) standards.

There are other applications that support the recipients of public assistance programs in applying for benefits along with supporting end user to derive reports, assess productivity, and assist with requirements.

- NM Service Connect is a queue management system that customers can access online or in a participating HSD office. It enables customers to request services and conduct self-service operations. It creates and manages customer queues to deliver a better and safer experience. It reduces the length of customers stay in the office, optimizes front office staff allocation and supports curbside and popup operations.
- The Work Path application facilitates the successful participation and completion of the Work Requirements program for both TANF and SNAP recipients. The application helps guide state workers and providers through the Work Requirements program with the goal of helping recipients gain regular employment for economic self-sufficiency. The Work Path application may be utilized by CSED and its STEPup! Program. This program allows CSED customers to meet with Department of Workforce Solutions (DWS) career consultants for assistance in obtaining employment.
- ASPEN Impacts is a dashboard that staff access to review the work that is completed and the social impact to the communities they serve.



- ASPEN Insights is a dashboard that staff access to review the workload with the queues, task trends, application trends, and recertification trends.
- HSD hosts a public facing web portal called Your Eligibility System New Mexico (Yes New Mexico or “YNM”) allowing clients “self-service” capabilities. The YNM portal allows customers to screen themselves for potential benefit eligibility, apply on-line for select benefit programs, check the status of their benefits and report changes to ISD. This system is integrated with ASPEN and is scheduled to be replaced with a new web portal (Unified Portal or UP) that is currently under development. The UP will transform delivery of services by offering a unified, person-centered resource that increases ease of access and engagement. This RFP does not include implementation, management, or support of YNM or the UP, but the selected offeror will develop, manage, enhance, and support interfaces with YNM and/or UP.
- ASPEN includes a real time Medicaid eligibility interface with the State Based Marketplace (SBM) (Health Insurance Exchange).
- ASPEN is also used to establish eligibility and enrollment details for Medicaid and transmit data to the Medicaid Management Information System (MMIS). MMIS is used to pay the Medicaid Managed Care Organizations (MCOs) and to process Medicaid fee-for-service claims. MMIS is currently administered by Conduent using a system called Omnicaid and other systems.
- ASPEN is used by approximately 1,300 end users at HSD and also including Aging and Long-Term Services Department (ALTSD), Children, Youth and Families Department (CYFD), Department of Health (DOH), and the Department of Workforce Solutions (DWS). Approximately one half of these users determine eligibility for public assistance benefits for New Mexico residents. There are also users who provide supervision or administrative support to the eligibility staff. Another population of users has “inquiry only” access and uses ASPEN to retrieve case information or reports from ASPEN. HSD staff are housed in field offices located throughout New Mexico, the Central Administration building located in Santa Fe, and work is done on site and via telework throughout New Mexico. HSD would like further to facilitate the use of ASPEN by other agencies so that the customer information that is gathered can be used to enhance the customer experience.
- ASPEN integrates Electronic Document Management (EDM) into the system using the ImageNow software to create an electronic case file. ImageNow scans and indexes customer documentation into the customer’s electronic case file in ASPEN. The EDM system is scheduled to be migrated from ImageNow to OnBase. Migration from ImageNow to OnBase is within the scope of this RFP.

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement is to secure an agreement with a vendor that can provide the services defined in the Scope of Work, specifications, and other areas within this RFP. The contract is expected to begin by January 2, 2023 or upon receiving all required federal and state approvals,

whichever is later and will result in a four (4) year contract (sample contract incorporated in this RFP) with four (4) optional one-year extensions not to exceed eight (8) years except as may otherwise be allowed by Section 13-1-150 NMSA 1978. There will be a transition period (if applicable) that the awarded vendor will work with the current vendor to transfer technical and business knowledge. At the discretion of the HSD, the contract may be amended as needed in order to meet the requirements of this procurement or any future related federal or state requirements to support eligibility or enrollment functions for the HSD or other state agencies and governmental entities, or other technology related changes that would enable the department, other agencies, or other governmental entities to meet its strategic goals.

This procurement will result in a single source award to an Offeror that shall be wholly responsible for enhancing, maintaining, and operating the ASPEN system and associated products.

#### **D. PROCUREMENT MANAGER**

The HSD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Andrea Sisneros, Procurement Manager  
Telephone: (505)-827-9407  
Email: Andrea.Sisneros2@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the department.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

#### **E. PROPOSAL SUBMISSION**

*Submissions of all proposals must be accomplished via the Human Services electronic procurement portal, Bonfire. <https://newmexicohsd.bonfirehub.com/portal/> Refer to Section III.B. for instructions.*

#### **F. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Contract Year**” means the period beginning July 1 of each year and ending June 30.
10. “**CRB**” means Contracts Review Bureau.
11. “**Department**” means the Human Services Department of the State of New Mexico.
12. “**Desk Review**” means an in-house analysis of cost report data submitted by the provider. The purpose of the desk review is to arrive at an opinion as to whether the costs appear to be reasonable and allowable for reimbursement under relevant Federal and State regulations.
13. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

14. “**Desirable**” – the terms ‘may,’ ‘can,’ ‘should,’ ‘preferably,’ or ‘prefers’ identify a desirable or discretionary item or factor.
15. “**DFA**” means the Department of Finance and Administration.
16. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the via the online system.
17. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
18. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
19. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
20. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
21. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
22. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
23. “**Human Services Department (HSD)**” means the executive department in New Mexico responsible for the administering of services to low-income New Mexicans through programs such as: Behavioral Health Services (mental illness, substance abuse and compulsive gambling); Child Support Establishment and Enforcement; Community Services Block Grant (CSBG); General Assistance for low-income individuals with disabilities; Low-Income Home Energy Assistance Program (LIHEAP); Meals for Homeless People; Medicaid and Children’s Health Insurance Program (CHIP); Refugee Resettlement Program (RRS); School Commodity Foods Program; Supplemental Nutrition Assistance Program (SNAP); SNAP Education Program (SNAP-Ed); Temporary Assistance for Needy Families (TANF); The Emergency Food Assistance Program (TEFAP).
24. “**IT**” means Information Technology.

25. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
26. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
28. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
29. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
30. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
31. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
32. “**Project**” means a temporary process 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 project acceptance is given by the project executive sponsor.
33. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
34. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
35. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

36. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
37. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
38. “**Secretary**” means the Cabinet Secretary of the New Mexico Human Services Department.
39. “**Services Schedule**” is a complete list, accompanied by the descriptive narrative, grouped by service categories, of services provided by Offerors.
40. “**Settlement**” is a final determination of reimbursable cost and/or the establishment of a prospective per diem rate for a provider.
41. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
42. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
43. “**State (the State)**” means the State of New Mexico.
44. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
45. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
46. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

47. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
48. “**Value Based Purchasing**” means a broad set of payment strategies that link financial incentives to providers’ performance on a set of defined measures of quality and/or cost or resource use with the goal of achieving better value by driving improvements in quality and slowing the growth in health care spending.
49. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](#)  
[New Mexico Human Services Department \(bonfirehub.com\)](#)  
<https://webapp.hsd.state.nm.us/Procurement/>

Other relevant links to review a summary of social, economic, and health statistics of the state of New Mexico, eligibility policies, and Medicaid state plan are listed below.

1. HSD Data Book  
<https://www.hsd.state.nm.us/2022-data-book/>
2. NMAC Program Rules:  
<https://www.hsd.state.nm.us/lookingforinformation/income-support-division-1/>  
<https://www.hsd.state.nm.us/lookingforinformation/medical-assistance-division-1/>
3. New Mexico State Plan  
<https://www.hsd.state.nm.us/new-mexico-medicaid-state-plan/>
4. New Mexico HSD Performance Scorecard  
<https://sites.google.com/view/nmhsdscorecard/home?authuser=0>
5. Income Support Division Plans and Reports  
<https://www.hsd.state.nm.us/income-support-division-plans-and-reports/>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	4/7/2022
2. Acknowledgement of Receipt Form	Potential Offerors	4/20/2022
3. Pre-Proposal Conference	Agency	4/20/2022
4. Deadline to submit Written Questions	Potential Offerors	4/22/2022
5. Response to Written Questions	Procurement Manager	5/5/2022
6. Submission of Proposal	Potential Offerors	6/6/2022
7.* Proposal Evaluation	Evaluation Committee	6/7/2022 - 6/24/2022
8.* Selection of Finalists	Evaluation Committee	6/24/2022
9.* Best and Final Offers	Finalist Offerors	7/6/2022
10.* Oral Presentation(s)	Finalist Offerors	7/12/2022 – 7/14/2022
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	12/8/2022
12.* Contract Awards	Agency/ Finalist Offerors	12/15/2022
13.* Protest Deadline	Agency	+15 days after notification of award

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico HSD on the date indicated in Section II.A, Sequence of Events.

### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to have their organization placed on the procurement Distribution List. The form must be emailed to the Procurement Manager by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.



The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00am via online meeting using the link below. Please note the start time is subject to change.

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 575-323-9486](tel:+15753239486), [222405749#](tel:+1222405749) United States, Las Cruces

Phone Conference ID: 222 405 749#

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions via the procurement portal at <https://newmexicohsd.bonfirehub.com/portal/> or to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
<https://newmexicohsd.bonfirehub.com/portal/>

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the correct internet address by the deadline set forth in this RFP. The Human Services Procurement Portal system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the Human Services Procurement Portal system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Human Services Procurement Portal system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically through the Human Services Procurement Portal. Refer to Section III.B.1 for instructions.** Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

## **10. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and SPD.

## **11. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

## **13. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Andrea Sisneros: Andrea.Sisneros2@state.nm.us

or

Gary Chavez: garyo.chavez@state.nm.us

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

#### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

#### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

#### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **8. Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and

2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request, make a written determination that specifies which portions of the proposal should be disclosed, and provide a copy of the determination to the Offeror. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

#### **14. Basis for Proposal**

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

#### **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording in redline format.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

#### **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any



information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://newmexicohsd.bonfirehub.com/portal/>

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for 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. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree 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 <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the 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;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and

required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through the address below (<https://newmexicohsd.bonfirehub.com/portal/>)**, The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. Separate the proposals as described below into separate electronic files for submission.*

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
    - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.a above as **unredacted** (def. Section I.F.47) versions for evaluation purposes; and
    - One (1) **redacted** (def. Section I.F.33) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single**

**file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission **must be fully uploaded** in by the submission deadline in Section II.B.6.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the correct internet address by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.***

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### **1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  1. Organizational Experience
  2. Organizational References

3. Oral Presentation (if applicable)
  4. Mandatory Specifications
    1. Offerors must provide a narrative response to how they will approach the performance areas in accordance with the scope of work and information in APPENDIX G, H, I, J and K.
  5. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.a.i , as applicable)
  6. Performance Surety Bond (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

The selected Contractor will provide services for the enhancement, maintenance, and support for the operation of the department's ASPEN, WorkPath, and NM ServiceConnect applications, collectively referenced as ASPEN for this RFP. The Contractor will also make recommendations related to rules and policies that improve the delivery of services and yield more robust programs and proactively identify opportunities to align and maximize resources. The Contractor will work with the department to enhance ASPEN, WorkPath and NM ServiceConnect as required by the department and will utilize human centered design in the software development process. The Contractor selected must be able to eliminate the technical debt inherent in the ASPEN system, integrate ASPEN with and leverage investments in shared services, such as EDM, File Transfer Services, Master Data Management (MDM), Enterprise Correspondence Management, Security Management, and Reporting. The Contractor will work to provide ASPEN related functions as services through APIs and microservices to integrate with the Health and Human Services 2020 (HHS 2020) projects. HHS 2020 is an initiative that contains multiple projects designed to achieve the vision to "create a highly responsive and effective health and human services system to improve the health and well-being of all New Mexicans." The Medicaid Management Information System Replacement (MMISR) project, funded by a combination of federal and state funds, provides the technical foundation for HHS 2020. This initiative will remove barriers to sharing information across public-facing departments (the "enterprise") and improve the quality of services for those receiving public assistance, their health care providers, and Health and Human Services workers. The Contractor must demonstrate experience, knowledge, and capacity necessary to perform the services described in this RFP and in the Performance Areas below.

#### **1. Performance Areas**

The Contractor will be responsible for the four major performance areas related to this RFP: 1) ASPEN Enhancements, 2) Maintenance and Operations of the System, 3) Decoupling ASPEN to integrate with HHS2020, and 4) System Transition. These are detailed below and should be incorporated into responses.

##### **ASPEN Enhancements**

The Contractor will recommend the number and mix of staff it deems necessary to enhance the ASPEN System in the Staffing Model and in alignment with bullet points above as well as the technical specifications in APPENDIX G, H, and I. The Contractor may need to increase the number of staff throughout the contract to meet changing business and technology needs. A dedicated team will be provided for Medicaid enhancement work as directed separately by the Medicaid Director or designee in accordance with division priorities, which is subject to available funding. All defects will be addressed at no additional cost to the costs proposed in Appendix D.

##### **ASPEN Maintenance and Operations**



Maintenance and Operations (M&O) includes maintaining ASPEN code aligned with SDLC best practices as well as integrating Enhancements into the ASPEN application and testing it for stability before moving to production. M&O also includes managing the cloud-based infrastructure upon which the application and is hosted as well as the COTS products related to the system. Required work will be prioritized based on a process agreed upon by the department and Contractor. To assist the department in prioritizing, the Contractor will provide level of effort estimates that may fall outside this process. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model. These resources will be dedicated to the performance of M&O work in alignment with the bullet points above as well as the technical specifications in APPENDIX G, H, and I. The deployment of these resources can be modified as needed to ensure the system is well maintained and supported. Such changes must be submitted to the department for review and acceptance. Contractor Maintenance and Operations teams will work collaboratively with Enhancement teams and HSD ITD staff to integrate new functionality into ASPEN. Compensation will be based on performance, automation, and reduction of costs. All work will be warranted with no reduction in capacity for ASPEN enhancements or M&O activity. All defects will be addressed at no additional cost to the costs proposed in Appendix D.

### **Decoupling ASPEN to integrate with HHS2020**

HHS 2020 is an initiative that contains multiple projects designed to achieve the vision to "create a highly responsive and effective health and human services system to improve the health and well-being of all New Mexicans." The Medicaid Management Information System Replacement (MMISR) project, funded by a combination of federal and state government, provides the technical foundation. This initiative will remove barriers to sharing information across public-facing departments (the "enterprise") and improve the quality of service for those receiving public assistance, their health care providers, and Health and Human Services workers. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model. For more information, see APPENDIX J. All defects will be addressed at no additional cost to the costs proposed in Appendix D.

### **System Transition**

The Contractor is to address the approach to transitioning of maintenance and operations of the ASPEN system from the current contractor to the Contractor's organization. The Contractor is to describe information required of HSD and current contractor, assumptions related to acquiring system or other operational documentation, and a detailed transition checklist to be used to initiate transition from one organization to another. The Contractor is to also describe how it will confirm it has transitioned all assets and materials needed to continue systems operations. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model and must fully describe how they will be fully operational at the end of the transition period on June 30, 2023. All defects will be addressed at no additional cost to the costs proposed in Appendix D.

## **B. TECHNICAL SPECIFICATIONS**

### **B.1 Organizational Experience**

Offeror **must**:

- a) Provide a detailed description of relevant corporate experience with federal, state and local government and the private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a Contractor for the same or similar scope of work defined in this RFP.
- b) Provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as personnel in leadership and management roles that will be responsible for direct performance of the awarded contract. Offeror must include key personnel education, work experience, applicable certifications/licenses, and on-shore location.
- c) Indicate how many eligibility and enrollment systems the Offeror has implemented and/or supported in the last five years and what percentage of business revenue is derived from eligibility and enrollment system engagements.
- d) Describe at least two successes and failures of eligibility and enrollment system implementation and support. Include how each experience improved the Offeror's services.

### **B.2 Organizational References**

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project or service description;
- c) Project or contract dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client manager name, telephone number, and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## **B.3 Mandatory Specifications**

### **B.3.A ASPEN Enhancements**

The Contractor will provide narrative outlining their approach to enhance the ASPEN System in compliance with the sections in APPENDIX G, H, and I. The Contractor may need to increase the number of staff throughout the contract to meet changing business and technology needs and must describe how this work will be approached via the Staffing Model. There are more than 400 Change Requests in the backlog and offerors should include their strategy for working through those items in addition to continuing to modify the system based on needs. The organization experiences challenges in enhancing the system rapidly enough to keep with business needs. A dedicated team will be provided for Medicaid enhancement work as directed separately by the Medicaid Director or designee in accordance with division priorities, which is subject to available funding.

All items in APPENDIX G – ASPEN Application and Support Activities and APPENDIX H - ASPEN Maintenance & Operations Technical Requirements Matrix are mandatory, and offerors must address how the items in the table will be achieved in their proposals. Offerors must present how they will follow and improve the processes for Release Management as outlined in APPENDIX I – ASPEN Agile Process. For additional information on the technical environment and functions of ASPEN, see APPENDIX K- ASPEN Technical Environment and Functions.

### **B.3.B ASPEN Maintenance and Operations**

The Contractor will provide narrative outlining their approach to maintain and operate the ASPEN System in compliance with the sections in APPENDIX G, H, and I. The Contractor may need to increase the number of staff throughout the contract to meet changing business and technology needs and must describe how this work will be approached via the Staffing Model. M&O includes maintaining ASPEN code aligned with SDLC best practices as well as integrating Enhancements into the ASPEN application and testing it for stability before moving to production. M&O also includes managing the cloud-based infrastructure upon which the application and is hosted as well as the COTS products related to the system. Required work will be prioritized based on a process

agreed upon by the department and Contractor. To assist the department in prioritizing, the Contractor will provide level of effort estimates that may fall outside this process. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model. These resources will be dedicated to the performance of M&O work in alignment the technical specifications in APPENDIX G, H, and I. The deployment of these resources can be modified as needed to ensure the system is well maintained and supported. Such changes must be submitted to the department for review and acceptance. Contractor Maintenance and Operations teams will work collaboratively with Enhancement teams and HSD ITD staff to integrate new functionality into ASPEN. Compensation as a result of the awarded contract from this RFP will be based on performance, automation, and reduction of costs. All work will be warranted as specified in an awarded contract to include any extensions and renewals, with no reduction in capacity for ASPEN enhancements or M&O activity. All defects will be addressed at no additional cost to the costs proposed in Appendix D by the Contractor.

All items in APPENDIX G – ASPEN Application and Support Activities and APPENDIX H - ASPEN Maintenance & Operations Technical Requirements Matrix are mandatory and offerors must address how the items in the table will be achieved in their proposals. Offerors must present how they will follow and improve the processes for Release Management as outlined in APPENDIX I – ASPEN Agile Process. For additional information on the technical environment and functions of ASPEN, see APPENDIX K- ASPEN Technical Environment and Functions.

### **B.3.C Decoupling ASPEN to integrate with HHS2020**

The Contractor will provide narrative outlining their approach and timeline to decouple existing solutions that ASPEN uses for electronic document management, customer correspondence, master client index, interfaces, and user front end and migrating to the HHS 2020 shared services and portal as part of their proposal. The Contractor may need to increase the number of staff throughout the contract to meet changing business and technology needs and must describe how this work will be approached via the Staffing Model. The proposal must cover how the Contractor will ensure that business and technical changes are made to the existing system while the migration work is occurring and with no disruption to users of the system. The Contractor shall create a new user interface for eligibility related processes and workflows that exist within the ASPEN system in the Department’s internal portal provided by the Salesforce platform. The new user interface will conform to requirements and standards determined by the Department and must simplify and streamline the work that eligibility workers and other users of the system perform. The current ASPEN system is fraught with complex data entry screens and manual workflows. The new user interface, provided by the internal portal and built by the Contractor, shall automate much of the work for users and leverage out of the box capability from the Salesforce platform.

Contractor must describe how the proposed solution will enable the Department to move to real-time eligibility and enrollment for all programs with no down time for batch or system functions. It is expected that the ASPEN system will enable 24/7/365 use and interfacing from other systems as part of its integration into the HHS 2020 enterprise architecture. For additional information related to HHS2020, as well as additional mandatory requirements, see APPENDIX J – HHS2020 Information.

### **B.3.D System Transition**

The Contractor will provide a narrative outlining their approach to transitioning maintenance and operation and enhancement of the ASPEN system from the current contractor to the Contractor's organization. The Contractor is to describe information required of HSD and current contractor, assumptions related to acquiring system or other operational documentation, and a detailed transition checklist to be used to initiate transition from one organization to another. The Contractor is to also describe how it will confirm it has transitioned all assets and materials needed to continue systems operations. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model and must fully describe how they will be fully operational at the end of the transition period on June 30, 2023.

### **B.3.E Staffing Model**

The Contractor shall provide a staffing model that reflects how the Contractor will organize their teams to meet the requirements identified in this RFP and the needs of HSD. The staffing model shall identify key roles and positions within the model. These positions will be identified as key personnel within the contract and subject to HSD approval. The model must contain the number and type of roles used for each of the performance areas identified above. The Contractor shall provide an org chart to visually show the staffing model and a table of each role and description of each role. For each role, the Contractor shall identify if the role will be filled by Contractor staff, a subcontractor, or both. In the case of both, the Contractor shall identify how many positions within each role are to be filled by Contractor versus subcontractors.

HSD works in a hybrid environment with in-office and remote workers. The Contractor must support the state's hybrid work environment and any scheduled meetings must support a virtual or in person setting. In person setting may be requested depending on the topic of the meeting, and the Contractor must be able to attend in-person meeting should the department request. The department would have the option to make any meeting virtual if it supports faster response

## **C. BUSINESS SPECIFICATIONS**

### **C.1 Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

## C.2 Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal.**

## C.3 Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

## C.4 Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## C.5 Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## C.6 Cost

Offerors must complete the Cost Response Forms in APPENDIX D. Cost will be measured by the evaluation of each Offeror's cost proposal, inclusive of the base contract and optional years.

Offerors shall provide the information below at the end of the Cost Response Forms from APPENDIX D although it will not be considered part of the cost scoring.

An Agile team must include all required resources to implement enhancements and maintenance and capacity for the following (but not limited to):

Project Manager	Test Manager
Enhancement Manager	Manual Tester
PMO	Automation Tester
Discovery Staff	Performance Load Tester

Human Centered Design Staff	Tech Architect and Manager
Scrum Master	Tech DBA
Framework Developer	Tech Admin (Build, WAS, System, etc)
Java Developer	Batch Operator and Admin

Table 2: sample agile team roles

Provide hourly rate for each position on rate card for Years 1 through 4.

<b>Rate Card Hourly Rates per FTE</b>				
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Java Developer	\$XXX per hour			

Table 3: Rate card for years 1-4

Provide hourly rate cost for each position on rate card for optional Years 5 through 8.

<b>Rate Card Hourly Rates per FTE</b>				
<b>Position</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
Java Developer	\$XXX per hour			

Table 4: Rate card for years 5-8

Please list the roles that make up the Agile teams proposed, and the count of full time equivalent (FTE) staff needed for each role.

Below is an example:

<b>Template/Sample Enhancement Agile Team</b>		
<b>Role</b>	<b>Rate Card Position</b>	<b>FTE Count</b>
Programmer	Java Programmer	0.75
Scrum Master		1
Human Centered Design		0.25

Table 6 – sample agile team with FTE count

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	<b>100</b>
B.1 Organizational Experience	60
B.2 Organizational References	40
<b>B.3 Mandatory Specifications</b>	<b>550</b>
B.3.A ASPEN Enhancements	175
B.3.B ASPEN Maintenance and Operations	125
B.3.C Decoupling ASPEN to integrate with HHS2020	100
B.3.D System Transition	100
B.3.E Staffing Model	50
<b>C. Business Specifications</b>	<b>350</b>
C.1 Financial Stability	Pass/Fail
C.2 Performance Surety Bond	Pass/Fail
C.3 Letter Of Transmittal	Pass/Fail
C.4 Campaign Contribution Disclosure Form	Pass/Fail
C.5 Oral Presentations (Finalists Only)	50
C.6.A Cost Response 1	150
C.6.B Cost Response 2	150
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>

Table 7: Evaluation Point Summary

## **B. EVALUATION FACTORS**

Responses will be scored on a point system with one-thousand (1,000) total points including orals. Offerors with the highest total points prior to oral presentations will be considered Finalists. The number of Finalist Offerors will be determined at the discretion of the Evaluation Committee. Finalists will be asked to provide an Oral Presentation with a possible score of one hundred (100) points. The award for this contract will go to the Finalist deemed to be the most advantageous and to offer the best value to the State for this work.

### **1. B.1 Organizational Experience (60 points)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise, and knowledge; and of personnel education, experience, and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and



well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

## **2. B.2 Organizational References (40 points)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

## **3. B.3 Mandatory Specifications (550 points)**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will evaluate whether the Offeror meets all mandatory specifications. Failure to meet all mandatory specifications may result in disqualification. Points will be awarded as identified in section V.A based on Offeror's response to the mandatory specifications.

### **4. C.1 Financial Stability (Pass / Fail)**

Pass/Fail only. No points assigned.

### **5. C.2 Performance Bond (Pass / Fail)**

Pass/Fail only. No points assigned.

### **6. C.3 Letter of Transmittal (Pass / Fail)**

Pass/Fail only. No points assigned.

### **7. C.4 Campaign Contribution Disclosure Form (Pass / Fail)**

Pass/Fail only. No points assigned.

**8. C.5 Oral Presentation (50 points, Finalists Only)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**9. C.6 Cost (300 points: 150 points for each of two forms in Appendix D)**

The evaluation of each Offeror’s cost proposal, inclusive of the base contract and optional years, will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A

ASPEN IT Enhancement and Support Services  
RFP # 22-630-4000-0006

## ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00pm Mountain Time on the date indicated in Section II.A, Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX K.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### Submit Acknowledgement of Receipt Form to:

To: Andrea Sisneros

E-mail: Andrea.Sisneros2@state.nm.us

Subject Line: RFP # 22-630-4000-0006 ASPEN IT Enhancement and Support Services

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who

has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

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(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**APPENDIX C**  
**DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the Procuring Agency intends to use to make an award. The scope of work and deliverables are examples only. The State of New Mexico and the Procuring Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary. The Procuring Agency may not accept any deviations from the articles contained in the template below.**

**STATE OF NEW MEXICO**  
**Human Services Department**

INFORMATION TECHNOLOGY AGREEMENT  
Agreement No. XX-630-4000-00xx

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **Human Services Department**, hereinafter referred to as “Procuring Agency” and **[Insert Contractor Name]**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of **RFP # 22-630-4000-0006 ASPEN IT Enhancement and Support Services** and Contractor’s response to such document(s) are incorporated herein by reference; and

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**ARTICLE 1 – DEFINITIONS**

- A. **“Acceptance,” “Accept” or “Accepted”** means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
- B. **“Agency CIO”** means Procuring Agency’s Chief Information Officer.
- C. **“Application Deployment Package” or “ADP”** means Contractor’s centralized and systematic delivery of business-critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to

successfully install application software fixes, including Contractor's Software related additions, modifications, or deletions.

- D. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- F. "Confidential Information" means any information, in any form (oral, written, electronically stored or transmitted, or in any other form) that is entitled to confidential treatment under state or federal law, or under a legally sufficient confidentiality agreement.
- G. "Contract Manager" means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. **Under the terms of this Agreement, the Contract Manager will be Insert Name or his/her Representative.**
- H. "Data" means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency's governmental interests, role, and mission ("Mission"). Data includes, but is not limited to, Procuring Agency's information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency's ability to further its Mission.
- I. "Default" means a violation or breach of this Agreement by a Party's either: (1) failing to perform one's own contractual obligations hereunder, or (2) by interfering with the other Party's performance of its obligations hereunder.
- J. "Deliverable" means the verifiable outcomes, results, the Services, or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- K. "DoIT" means the New Mexico State Department of Information Technology.
- L. "DoIT CIO" means DoIT's Cabinet Secretary or Chief Information Officer, who also serves as the State's Chief Information Officer.
- M. "Employees" means stockholders, directors, officers, employees, and agents.
- N. "Escrow" means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent ("Escrow Agent"), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable's utility, efficiency, functional capability, or application ("Utility"). An error correction is not an Enhancement unless the Deliverable's Utility is improved in Contractor's process of making the error correction.



- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made for Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”
- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals, and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified, and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work.
- Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring

Agency. **The Project Manager for this Project is [Insert Name] or his/her Representative.**

- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures, and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- BB. “Representative” means one or more substitute person(s) for a title or role, e.g., Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.
- FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
- GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
- II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- JJ. “Source Code” means the programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

## **ARTICLE 2 – SCOPE OF WORK**

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Performance Measures. CONTRACTOR shall 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.
- C. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
- D. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.
- E. License. Not Applicable. The Parties agree there is no License.
- F. Source Code. Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor’s new development and/or maintenance Software releases. Each of Contractor’s Application Deployment Packages (“ADP”) must be able to reproduce fully operational applications that include all base application functionalities, all cumulative release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.
- G. Procuring Agency’s Rights.
1. Rights to Intangibles, Deliverables and Work for Hire. Procuring Agency will own all right, title, and interest in and to Procuring Agency’s Data, Information, Confidential Information, the Software, the Source Code, Work for Hire and all Deliverables,

including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of all such tangible and intangible items to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.

2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code, and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

### ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation hereunder will not exceed **[Insert Dollar Amount]** inclusive of applicable New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments as specified by Contractor in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

- C. Taxes. Contractor will be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State, and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees, and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. Procuring Agency will retain twenty percent (20%) of the fixed-price cost of each stated Deliverable as security for Contractor's full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency's Acceptance of the final Deliverable.
- E. Performance Bond. Contractor will execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of **[Insert Total Amount of the agreed upon Performance Bond]** (the "Performance Bond") in Procuring Agency's name. The Performance Bond will be in effect for the duration of this Agreement and any renewals hereof. Procuring Agency will condition its release of the Performance Bond upon Procuring Agency's Acceptance of Contractor's full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. Procuring Agency's right to recoup monies against the Performance Bond will include all of Procuring Agency's costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor's performance failure(s).

#### ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.
- B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:
1. Meets or exceeds the Deliverable requirements stated in the SOW; and
  2. Complies with the terms and conditions of RFP # 22-630-4000-0006; and
  3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
  4. Complies with all other of Contractor's requirements, duties, and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within fifteen (15) the "Acceptance/Rejection Period"), or such other period as approved by the Procuring Agency in an agreement with the ELR and Contractor, from the date the ELR receives each of Contractor's Payment Invoice(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days, or such other period as approved by the Procuring Agency pursuant to Article. 4.C, of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable

according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

### **ARTICLE 5 – TERM**

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE STATE PURCHASING DIVISION.

The term of this agreement shall be for four (4) years from the effective date, unless terminated earlier pursuant to Article 6. [HSD identify the services subject of the renewal option] with four (4) one-year renewal options at the sole discretion of the Human Services Department, unless terminated pursuant to Article 6. The term of this Agreement, including extensions and renewals, shall not exceed eight (8) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

### **ARTICLE 6 – TERMINATION**

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.

1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.

D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

## **ARTICLE 7 – TERMINATION MANAGEMENT**

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;



2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related

software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

- 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, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
  2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

### **ARTICLE 8 – INDEMNIFICATION**

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free 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 Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

**Ownership.** Procuring Agency IP will solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates, and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work for Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

## **ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION**

- A. **Intellectual Property License.** For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete, and non-transferable right and license to utilize any and all of Contractor's IP required to effectuate the SOW and Deliverables ("Used IP") for so long as Procuring Agency utilizes the Software, Source Code, and other Deliverables. Except as so specified, Contractor does not grant Procuring Agency any right or license to utilize any of Contractor's IP. If Contractor expects that any of Contractor's IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such IP in order to eliminate questions of ownership of such IP.
- B. **Intellectual Property Indemnification.** At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages

that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours of Procuring Agency's receipt of an Infringement Claim;
2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).

C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

## ARTICLE 11 - WARRANTIES

- A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases, maintenance and operations, and enhancements
- B. Software. Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for the life of the contract following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications.

## ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

**[Insert Contractor and/or Subcontractor Key Personnel Name(s)]**

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Agency’s Project Manager.

For all of Contractor’s personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency’s prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel.

In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Agency reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in Procuring Agency’s sole and exclusive determination, meeting Procuring Agency’s standards and/or expectations.

## ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor’s Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor’s Employees are neither employees nor agents of the State (“State Employees”). None of Contractor and Contractor’s Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of

Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.

- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information, or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

#### **ARTICLE 14 - CHANGE MANAGEMENT**

Change Request Process. In the event circumstances warrant making a Change to accomplish the SOW, Contractor or Procuring Agency Project Manager will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
  - (a) the name of the person requesting the Change;
  - (b) a summary of the requested Change;
  - (c) the start date for the requested Change;
  - (d) the reason and necessity for the requested Change;
  - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
  - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
1. Providing the Project documentation;

2. Allowing the IV&V vendor to attend Project related meetings; and
3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:

1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division ([EPMO@state.nm.us](mailto:EPMO@state.nm.us)) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: [http://www.doit.state.nm.us/project\\_templates.html](http://www.doit.state.nm.us/project_templates.html), with a copy to Procuring Agency.
2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

### **ARTICLE 16 – DEFAULT**

In case of Contactor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

### **ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's right to obtain equitable relief pursuant to this Agreement will 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**

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible, or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production

or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

#### **ARTICLE 19 – ASSIGNMENT**

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

#### **ARTICLE 20 – SUBCONTRACTING**

- A. **General Provision.** Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.
- B. **Responsibility for Subcontractors to Maintain Confidentiality.** Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

#### **ARTICLE 21 – RELEASE**

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees, and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

#### **ARTICLE 22 – CONFIDENTIALITY**

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement,



Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

### **ARTICLE 23 –CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed 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.

### **ARTICLE 24 - RECORDS AND AUDIT**

- A. Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of **three (3) years** from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority, and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.
  
- 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.

1. 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.
2. 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.
3. 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.
4. 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**

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will 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

#### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will 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. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning 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: <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

#### **ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE**

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence, or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- C. 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 will be valid or enforceable unless stated in this Agreement.

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 requirements and expectations as described in the **Request for Proposal 22-630-4000-0006** and any RFP amendments issued;
3. The services offered in the proposal submitted by the Contractor in Response to **Request for Proposal 22-630-4000-0006** .

### **ARTICLE 28 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

#### **For PROCURING AGENCY**

Sean Curry  
Deputy CIO  
Human Services Department  
1310 Siler Road Suite B/C  
Santa Fe, NM 87507

#### **For CONTRACTOR**

[Insert Name of Individual, Position  
Company Name  
E-mail Address  
Telephone Number  
Mailing Address]

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

### **ARTICLE 29 – GENERAL PROVISIONS**

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, 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. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, 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 hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
  3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties, or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section, or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

### **ARTICLE 30 - SURVIVAL**

All Articles that, by their nature can and should survive the expiration or termination of this Agreement shall do so, including, but not limited to, the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, Warranties and the specifically enumerated Articles and Agreements referenced below:

1. Document 1
2. Document 2
3. Document 3
4. Document etc.

Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will also survive the expiration or termination of this Agreement.

### **ARTICLE 31 - TIME**

**Calculation of Time.** Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

### **ARTICLE 32 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

### **ARTICLE 33 - DEBARMENT AND SUSPENSION**

- A. 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.

- B. 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:
1. The Contractor shall provide immediate written notice to the PROCURING AGENCY's Contract 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.
  2. 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 the Procuring Agency, the Procuring Agency may terminate the Agreement.
- C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor 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 subcontractor, 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 subcontractor approval from the Procuring Agency. If the subcontractor, 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 subcontractor.

**ARTICLE 34 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

- A. 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.
- B. The Contractor, by executing this Professional Services Contract (PSC), certifies to the best of its knowledge and belief that:
1. 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

2. 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 contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. 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 35 - NON-DISCRIMINATION**

A. The Contractor agrees to comply fully with Title VI 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.

B. 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.

C. 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.

D. 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 36 – DRUG FREE WORKPLACE**

### A. Definitions. As used in this paragraph—

1. “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.
2. “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.
3. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
4. “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.
5. “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.
6. “Individual” means a contractor that has no more than one employee including the contractor.

### B. The Contractor, if other than an individual, shall:

1. 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;
2. Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
4. 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 Agreement, the employee will:
  - a. Abide by the terms of the statement; and

- b. 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;
- 5. Notify Procuring Agency in writing within 10 days after receiving notice under B. (4)(b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6. Within 30 days after receiving notice under B.(4)(b) 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:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. 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
- 7. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
- C. 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.
- D. 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 37 - FINDINGS AND SANCTIONS**

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
- B. The Contractor will make repayment of any funds expended by the Procuring Agency, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.
- C. If the Procuring Agency 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 Procuring Agency 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 38 – PERFORMANCE

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

A. All work will be performed under the supervision of the Contractor or the Contractor's employees.

B. The Contractor and the Contractor's employees with access to or who use Federal Tax Return Information (FTI) must meet the background check requirements defined in IRS Publication 1075.

C. The Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and /or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of Procuring Agency by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of Procuring Agency 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 Procuring Agency by Contractor pursuant to the Services; collectively referred to hereafter 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 Business Associate is prohibited.

D. All returns and return information will be accounted for upon receipt and properly stored 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.

E. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure

F. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Procuring Agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Procuring Agency, or his or her designee, with a statement containing the date of destruction, description of material destroyed, and the method used.

G. All computer systems processing, storing, or transmitting Confidential Information including FTI must meet the requirements defined in IRS Publication 1075, HIPAA Privacy Rule

(45CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45C.F.R. 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 environment must provide 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 including FTI.

H. No work involving Confidential Information including FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS and Procuring Agency.

I. The Contractor will maintain a list of employees with authorized access to Confidential Information including FTI. Such list will be provided to the Procuring Agency and, upon request, to the IRS reviewing office.

J. The Procuring Agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

K. All incidents affecting the compliance, operation, or security of the Procuring Agency's Confidential Information including FTI must be reported to the Procuring Agency. The Contractor shall notify the Procuring Agency 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 Procuring Agency 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 Personally Identifiable Information (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.

M. The Procuring Agency will have the right to seek remedies consistent with the liability terms of this Agreement and/or terminate the Agreement if the Contractor and/or Business Associate fails to provide the safeguards or to meet the security and privacy requirements to safeguard FTI, PHI, and PII as described above, consistent with the liability and/or termination clauses herein.

N. 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 Procuring Agency. 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.

O. Procuring Agency Personally Identifiable Information (PII) cannot be accessed by Procuring Agency employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, Procuring Agency PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

### **ARTICLE 39 - 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 40 – 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 41 - CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS**

A. 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.

B. 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.

C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates.

#### **ARTICLE 42 - CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION TECHNOLOGY**

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 as far 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."

#### **ARTICLE 43 ENFORCEMENT**

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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### **ARTICLE 44 AUTHORITY**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

#### **ARTICLE 45 MEDIA**

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor's work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of Procuring Agency. The Contractor's request to release any Agreement information shall contain a copy of the specific information the Contractor

is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

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 will be deemed to be a true and original signature hereunder.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David R. Scrase, MD, HSD, Cabinet Secretary

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME] [Title] [Organization]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sean Pearson, HSD, Chief Information Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Ritzma, HSD, General Counsel

Approved for financial sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Danny Sandoval, HSD, Chief Financial Officer

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:

**BTI Number: XX-XXX-XXXXXX**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation & Revenue Department

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

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: \_\_\_\_\_  
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer  
Department of Information Technology

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

By: \_\_\_\_\_ Date: \_\_\_\_\_



## EXHIBIT A – SCOPE OF WORK

### I. Purpose:

The purpose of this Agreement is to engage the services of [Vendor Name] to provide services for the enhancement, maintenance, and support for the operation of the department's ASPEN, WorkPath, and NM ServiceConnect applications, collectively referenced as ASPEN for this RFP. The Contractor will also make recommendations related to rules and policies that improve the delivery of services and yield more robust programs and proactively identify opportunities to align and maximize resources. The Contractor will work with the department to enhance ASPEN, WorkPath and NM ServiceConnect as required by the department and will utilize human centered design in the software development process. The Contractor selected must be able to eliminate the technical debt inherent in the ASPEN system, integrate ASPEN with and leverage investments in shared services, such as EDM, File Transfer Services, Master Data Management (MDM), Enterprise Correspondence Management, Security Management, and Reporting. The Contractor will work to provide ASPEN related functions as services through APIs and microservices to integrate with the Health and Human Services 2020 (HHS 2020) projects. HHS 2020 is an initiative that contains multiple projects designed to achieve the vision to "create a highly responsive and effective health and human services system to improve the health and well-being of all New Mexicans." The Medicaid Management Information System Replacement (MMISR) project, funded by a combination of federal and state funds, provides the technical foundation for HHS 2020. This initiative will remove barriers to sharing information across public-facing departments (the "enterprise") and improve the quality of services for those receiving public assistance, their health care providers, and Health and Human Services workers. The Contractor must also present a Staffing Model and Transition plan to assume responsibility for the system.

### Performance Measures:

The Procuring Agency will monitor the following Performance Measures:

1. The Contractor shall coordinate its project or program management functions in alignment with the Procuring Agency project controls.
2. The Contractor shall develop appropriate training and operations documentation, in accordance with Procuring Agency requirements.
3. Contractor shall, on an ongoing basis, maintain a proactive approach to security and operational requirements required by federal or state regulations.
4. The Contractor must maintain general staff resources (including staff, training, onboarding, and ongoing competence) required to meet the Procuring Agency's requirements to maintain the eligibility system and affiliated functions.
5. The Contractor shall provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required documentation.

6. Contractor shall maintain service availability 24 hours a day, 7 days a week, 365 days a year for 99.99% of the time except for agreed upon maintenance windows.
7. Contractor shall collaborate with the Procuring Agency, affiliated Procuring Agency contractors, other state or federal agencies to maintain system compliance with federal and other certification regulations.
8. See Exhibit C for additional information.

### Activities.

The activities to be performed in support of this agreement are as follows:

1. Contractor will coordinate its activities and resources with the Procuring Agency to present service or performance reports and updates to stakeholders, legislative committees, or other Procuring Agency information commitments.
2. Contractor will participate with Procuring Agency, and other affiliated contractors, in Procuring Agency activities to improve services to Procuring Agency clients and stakeholders.
3. Contractor will achieve all deliverable outcomes and services as defined by the contract to function with other Procuring Agency or state information systems.
4. Contractor will periodically evaluate its staffing to confirm proficiency with Procuring Agency business tools to meet contract or project deadlines or performance levels.
5. Contractor will update the Procuring Agency system development efforts related to hardware or software modifications.
6. Contractor must maintain, as approved by the Procuring Agency, the contract activities, deliverable quality, project management practices, and administrative support required for contract performance in a timely and complete manner.
7. Contractor will comply with Procuring Agency data governance processes, and Data Governance Council initiatives, to ensure data accuracy and completeness.

## II. The Deliverables

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.

**A. Sample Deliverable Number 1: ASPEN Enhancements**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
ASPEN Enhancements	Monthly services due no later than last business day of the month.	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
<b>ASPEN Enhancements</b>		<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 Procuring Agency’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 infrastructure and/or Commercial Off The Shelf (COTS) products.</p> <p>The primary drivers of enhancements may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>Implementation of new or modified functionality required to support programmatic or policy changes and/or new state or federal statutes or regulations;</li> <li>The need for operational improvements and/or efficiencies prioritized by Procuring Agency;</li> <li>Major upgrades and/or replacement of one or more application components prioritized by the Procuring Agency to fulfill the Procuring Agency, ITD or NM Department of Information Technology (DoIT) vision or mandates.</li> </ul> <p>A major upgrade is only defined as a version upgrade to Third-Party software COTS software, application, database or operating system</p>

		<p>software) as it relates to existing 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 Procuring Agency, 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 IT Owner or designee in coordination with the Release Planning Team in accordance with agreed to processes and procedures, including SDLC and change management.</p> <p>The CONTRACTOR will provide Enhancement services using Agile SDLC processes, as per priorities communicated by the ASPEN IT Owner Project Manager or designee, The following Agile Sessions or Ceremonies will be conducted and represented by both Parties:</p> <ul style="list-style-type: none"> <li>• Discovery</li> <li>• Product Backlog Refinement</li> <li>• Story Point Estimation</li> <li>• Backlog Prioritization</li> <li>• Sprint Planning</li> <li>• Daily Standup</li> <li>• Test Coverage Review</li> <li>• Interim Review</li> <li>• Sprint Review</li> <li>• Scrum of Scrums</li> <li>• Sprint Retrospective</li> </ul> <ul style="list-style-type: none"> <li>• 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 Contractor resources.</li> <li>• Procuring Agency is responsible for providing a Product</li> </ul>
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		<p>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.</p> <ul style="list-style-type: none"> <li>• The Product Owner is accountable for ensuring that the Sprint Team understands required features and functionality that are being requested in each Sprint.</li> <li>• 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.</li> <li>• Procuring Agency and the Contractor will jointly prepare the Sprint schedules, inclusive of meetings, delivery target dates, review cycles, and Sprint completion milestones.</li> <li>• 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 Procuring Agency with each monthly status report.</li> </ul>
	Support Hours	The Contractor must provide enhancement services during normal working hours. 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.
	Work Location and Oversight	<p>Procuring Agency will provide the 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 Procuring Agency staff at the Procuring Agency offices, or at other offices by request of the ASPEN ITD Project Manager or designee.</p> <p>Procuring Agency shall provide approved contractor staff the capability to perform ASPEN related duties remotely via VPN access.</p>
Quality Assurance Process	Unit Testing	<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> <ul style="list-style-type: none"> <li>a) Validate all code changes to confirm appropriate and secure functionality;</li> </ul> <p>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.</p>
	Quality Assurance Testing	<p>The Contractor will:</p> <ul style="list-style-type: none"> <li>a) Utilize the Functional Testing Process as required by ASPEN ITD Project Manager and/or Designee;</li> <li>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;</li> </ul> <p>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>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"> <li>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;</li> <li>b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed;</li> </ul> <p>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.</p>
	Support User Acceptance Testing	<p>The Contractor will:</p> <ol style="list-style-type: none"> <li>1. Update the process and documentation as required as HSD business needs change;</li> <li>2. Provide test data;</li> <li>3. Run batch jobs as required;</li> <li>4. Coordinate issue resolution between all stakeholder as required by the ASPEN ITD Project Manager and/or Designee;</li> <li>5. Identify issues or risks that may prevent successful user acceptance testing and take necessary steps to support successful testing.</li> </ol>

<b>Status Reporting Responsibilities of the Contractor</b>	Reporting	<p>The Contractor will validate work performed each month by submitting a report documenting all activities performed for compensation under this deliverable.</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 to the Procuring Agency, 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>
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**B. Sample Deliverable Number 2: ASPEN Maintenance and Operations (M & O)**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<b>ASPEN Maintenance and Operations (M &amp; O)</b>	Monthly services due no later than last business day of the month.	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
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<p><b>Maintenance &amp; Operations</b></p>	<p><b>General Responsibilities of the Contractor.</b></p>	<p>The Contractor will perform information system maintenance and operations services for ASPEN. 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 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"> <li>a) Annual Federal Poverty Level (FPL) and Cost of Living Allowance (COLA) changes</li> <li>b) Annual Recipient Benefit Statement and 1099 production</li> <li>c) Patching and commercial-off-the-shelf (COTS) software related to ASPEN application as per Responsible, Accountable, Consulted, Informed (RACI) (Exhibit A-1)</li> <li>d) Disclosure of Information to Federal, State and Local Agencies (DIFSLA)</li> <li>e) Community Spouse Monthly Income Allowance (CSMIA)</li> <li>f) Quarterly Medicare Premium Payments</li> <li>g) Monthly Issuance</li> <li>h) Annual school subsidy for Temporary Assistance for Needy Families (TANF) recipients</li> </ul>
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		<ul style="list-style-type: none"> <li>i) Support of Human Services Department (HSD) staff for reference table changes</li> <li>j) Commenting of Oracle Tables and Columns as to usage for ASPEN databases, including deprecated objects</li> <li>k) Creating entity relationship diagrams for existing ASPEN databases</li> <li>l) Creating and maintaining logs in order to diagnose and fix application performance problems</li> <li>m) Proactively managing the application tier to test and ensure proper operation and load balancing</li> <li>n) Perform assigned failover duties in the event of hardware failure or disaster</li> <li>o) Assuming all Application maintenance and operation activities for Enhancement work included in this contract (i.e., under ASPEN enhancements)</li> <li>p) Database Administration Tasks</li> <li>q) Database Changes</li> <li>r) WebSphere Support</li> <li>s) Message Queue Support</li> <li>t) Build Script Changes</li> <li>u) Daily Builds and Promotion</li> <li>v) Informatica Identity Resolution Support</li> <li>w) Data Services Support</li> <li>x) Opus and HPExstream Administration</li> <li>y) ImageNow Support</li> <li>z) Informatica Administration</li> <li>aa) Other ASPEN application COTS support</li> <li>bb) Framework Tools support</li> <li>cc) Cargo Collection and Data Access Objects Generation</li> <li>dd) Manage Database Replication activities</li> <li>ee) Support HSD ASPEN Help Desk to prioritize and resolve tickets including participation in Interim Business Process (IBP) recommendations and approvals.</li> </ul>
	<b>Schedule Control</b>	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.

	<p><b>Work Location</b></p>	<p>The CONTRACTOR must provide maintenance and operations services during normal working hours. 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 Procuring Agency 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>Maintenance and Operations staff will work</p>
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		<p>collaboratively with Enhancement staff to integrate new functionality into ASPEN.</p> <p>Procuring Agency will provide CONTRACTOR personnel with up to 4 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 Procuring Agency staff at the HSD offices, or at other offices by request of the ASPEN ITD Project Manager or designee.</p> <p>Contractor understands Procuring Agency’s vision to rebalance team capacity between M&amp;O and Enhancements activities, to increase allocation for Enhancements and increased automation for routine M&amp;O activities for the duration of the contract to create capacity..</p>
	<p><b>Staffing Resources</b></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. 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&amp;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.</p>

<p><b>Contractor Staff Roles &amp; Responsibilities</b></p>	<p><b>Contractor Staff</b></p>	<p>The Contractor will be accountable to the ASPEN ITD Project Manager for work performed under this Contract.</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&amp;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>
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<p><b>Quality Assurance Methodology &amp; Tools</b></p>	<p><b>QA Tools</b></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"> <li>1. HP LoadRunner for load testing of the ASPEN.</li> <li>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.</li> <li>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 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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
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	<p><b>Unit Testing</b></p>	<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> <ul style="list-style-type: none"> <li>a) Throughout the development process the developer shall include the creation of unit test cases and test suites.</li> <li>b) The test cases and test suites shall be developed utilizing the JUnit API at the Release Planning Team’s discretion</li> <li>c) The developer must execute all unit tests and test suites associated with their code changes prior to check-in of their changes.</li> <li>d) Each major code change must have, at a minimum, one associated test case.</li> <li>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.</li> <li>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.</li> </ul> <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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<b>Quality Assurance Process</b>	<b>Integration</b>	<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>
	<b>Regression</b>	<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"> <li>a) Validate all code changes to confirm appropriate and secure functionality;</li> <li>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.</li> </ul>



	<p><b>Quality Assurance Testing</b></p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> <li>a) Utilize the Functional Testing Process as required by ASPEN ITD Project Manager and/or Designee;</li> <li>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;</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
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	<b>Load/ Performance</b>	<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"> <li>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;</li> <li>b) Develop and document a formal process to enable rapid configuration of a deployment environment in which load testing may be executed;</li> <li>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.</li> </ul>
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**C. Sample Deliverable Number 3: Decoupling ASPEN to Integrate with HHS2020**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Decoupling ASPEN to Integrate with HHS 2020	Monthly services due no later than last business day of the month.	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
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<p><b>Decoupling for HHS2020 Integration</b></p>	<p>Decouple existing solutions that ASPEN uses for electronic document management, customer correspondence, master client index, interfaces, user front end and migrating to the HHS 2020 shared services and portal.</p> <p>The Contractor may need to increase the number of staff throughout the contract to meet changing business and technology needs and must describe how this work will be approached via the Staffing Model. Ensure that business and technical changes are made to the existing system while the migration work is occurring and with no disruption to users of the system.</p> <p>The Contractor shall create a new user interface for eligibility related processes and workflows that exist within the ASPEN system in the Department’s internal portal provided by the Salesforce platform.</p> <p>The new user interface will conform to requirements and standards determined by the Department and must simplify and streamline the work that eligibility workers and other users of the system perform.</p> <p>The current ASPEN system is fraught with complex data entry screens and manual workflows. The new user interface, provided by the internal portal and built by the Contractor, shall automate much of the work for users and leverage out of the box capability from the Salesforce platform.</p> <p>Enable the Department to move to real-time eligibility and enrollment for all programs with no down time for batch or system functions. It is expected that the ASPEN system will enable 24/7/365 use and interfacing from other systems as part of its integration into the HHS 2020 enterprise architecture.</p>
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**D. Sample Deliverable Number 4: System Transition**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
System Transition		<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
		<p>Transition maintenance and operation and enhancement of the ASPEN system from the current contractor to the Contractor's organization. The Contractor is to describe information required of HSD and current contractor, assumptions related to acquiring system or other operational documentation, and a detailed transition checklist to be used to initiate transition from one organization to another. The Contractor is to also describe how it will confirm it has transitioned all assets and materials needed to continue systems operations. The Contractor will recommend the number and mix of staff to support this work in the Staffing Model and must fully describe how they will be fully operational at the end of the transition period on June 30, 2023.</p>

**Exhibit B**  
**HIPAA Business Associate Agreement**

This Business Associate Agreement (“BAA”) is entered into between the **New Mexico Human Services Department** (“Department”) and **COMPANY, Inc.**, hereinafter referred to as “Business Associate”, in order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

**BUSINESS ASSOCIATE**, by this PSC 22-630-4000-00xx has agreed to provide services to, or on behalf of, the Department which may involve the disclosure by the Department to the Business Associate (referred to in PSC 22-630-4000-00xx as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in PSC 22-630-4000-00xx and is hereby incorporated therein.

**THE PARTIES** acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

**1. Definition of Terms**

- a. Breach. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. Business Associate. "Business Associate", herein being the same entity as the Contractor in the same or Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. Department. "Department" shall mean in this agreement the State of New Mexico Human Services Department.
- d. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
  - i. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
  - ii. Breach Notification Rule. “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D

- iii. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
  - f. Security Standards. “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
  - g. Administrative Safeguards. “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
  - h. Physical Safeguards. “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
  - i. Technical Safeguards. “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
  - j. Policies and Procedures and Documentation Requirements. “Policies and Procedures and Documentation Requirements” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
  - k. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted, or received by Business Associate, its agents, or subcontractors from or on behalf of Department.
  - l. Required by Law. “Required by Law” shall have the same meaning as in 45 CFR §164.103.
  - m. Secretary. “Secretary” shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
  - n. Covered Entity. “Covered Entity” shall have the meaning as the term “covered entity” defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Human Services Department.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

## **2. Obligations and Activities of Business Associate**

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC 22-630-4000-00xx; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
  - i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
  - ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.
- iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as

- delineated in PSC 22-630-4000-00xx, except where a “limited data set” is not practicable in order to accomplish those activities.
- iv. Except as otherwise limited by this BAA or PSC 22-630-4000-00xx, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - v. Except as otherwise limited by this BAA or PSC 22-630-4000-00xx, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
  - vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or PSC 22-630-4000-00xx. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.
  - c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or PSC 22-630-4000-00xx, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.
    - i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
    - ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
  - d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

- e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- g. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
- i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as "addressable" as such are made applicable to Business Associates pursuant to the HIPAA Standards.



- k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
- l. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- m. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate's contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

### **3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this BAA or PSC 22-630-4000-00xx, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

#### Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC 22-630-4000-00xx, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

#### Risk Assessment

- c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of "Breach", ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health

information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

- d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate's employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content, and method of notice, and shall receive the Department's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

#### Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement, or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

#### Notification to Clients

- g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

## **4. Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions**

- a. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

## 5. Term and Termination

- a. Term. This BAA terminates concurrently with PSC 22-630-4000-00xx, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this PSC 22-630-4000-00xx and BAA 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 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, for so long as the Business Associate maintains the PHI.
- c. If Business Associate breaches any material term of this BAA, the Department may either:
  - i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this PSC 22-630-4000-00xx and BAA without liability or penalty in accordance with Article 4, Termination, of PSC 22-630-4000-00xx, if Business Associate does not cure the breach within the time specified by the Department; or,
  - ii. immediately terminate this PSC 22-630-4000-00xx without liability or penalty if the Department determines that cure is not reasonably possible; or,
  - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC 22-630-4000-00xx, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

## 6. Penalties and Training.

Business Associate understands and acknowledges that violations of this BAA or PSC 22-630-4000-00xx may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

## 7. Miscellaneous

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC 22-630-4000-00xx, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC 22-630-4000-00xx, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules, or regulations, or in the interpretation of any such laws, rules, regulations, or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC 22-630-4000-00xx pursuant to its termination provisions.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC 22-630-4000-00xx available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise

from Business Associate's performance under this BAA or PSC 22-630-4000-00xx, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

- f. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

**Exhibit C**  
**Service Level Agreements and Liquidated Damages**

The Procuring Agency will provide the Contractor with a cure period of 10 business days prior to assessing liquidated damages (LDs). Any damages will be leveraged by reducing the Contractor’s invoiced amount for the specific task by the amount of the LD for the month in which the failure(s) occurred or in the next invoicing period. Written notification of failure to meet a Service-Level Agreement (SLA) identified below related to this contract will be given by Procuring Agency’s Contract Manager when a failure resulting in a potential LD occurs.

SLA Name	SLA Description	Potential LD
Key Personnel	<p>Key personnel commitments contained in the SOW for all phases of the contract shall not be changed without a 14-business day advanced notice and prior written approval of the Procuring Agency Contract Manager, unless the changes are due to the death, disability, resignation, termination, promotion, or military recall of any key individual. If an individual listed in the Contractor’s proposal becomes unavailable prior to award, the Procuring Agency shall be notified immediately and a replacement of equal or greater qualifications shall be in place within thirty (30) calendar days.</p> <p>The replacement individual shall be approved by the Procuring Agency, or designee, prior to placement on the project by the Contractor. Such approval will not be unreasonably withheld.</p>	<p>The Procuring Agency may assess up to one thousand (\$1,000.00) in reduction in compensation, per business day, for each key personnel after the initial thirty (30) calendar days allowed for Contractor to identify an acceptable replacement for the key personnel and an acceptable replacement has not been provided.</p>
Key Milestone Dates	<p>Accomplishment of certain specified activities by the key milestone dates, as defined in the contract, shall be necessary to ensure project(s) are on track. If the Contractor is delayed in meeting these key milestone dates solely due to the Contractor’s fault and a Contract modification or a change request for work plan change is not approved, a reduction in compensation may be assessed. The key milestones include the following:</p>	<p>The Procuring Agency may assess up to five hundred (\$500.00) in reduction in compensation, per business day, for each missed key milestone.</p>
Key Deliverables	<p>Accomplishment of deliverables, as defined in the contract, shall be necessary to ensure project(s) are on track. If the Contractor is delayed in meeting these Deliverable due dates solely due to the Contractor’s fault and a Contract modification or a change request for</p>	<p>The Procuring Agency may assess up to five hundred (\$500.00) in reduction in compensation, per business day, for each missed key deliverable.</p>

SLA Name	SLA Description	Potential LD
	<p>deliverable change is not approved, LDs may be assessed. The deliverables include the following:</p>	
<p>Monthly Report Card</p>	<p>The Contractor shall produce within the first ten (10) business days of the end of the previous month an SLA Performance Report Card reporting on each SLA in this table and each SLA designated by Procuring Agency.</p> <p>Report card performance measurements shall be re-evaluated quarterly for appropriateness.</p>	<p>The Procuring Agency may assess up to one thousand dollars (\$1000.00) in reduction in compensation for each day and each report card delivered after the due date.</p>

#	SLA category	Service Level Agreement (SLA)	Measurement Window	Reporting Frequency	Liquidated Damages (LDs)
1.	Up time	<p>ASPEN and associated applications will be available for twenty-four hours a day, seven days a week, three hundred sixty-five days (24x7x365) of the year with an availability of:</p> <ul style="list-style-type: none"> <li>- 99.99% in the production environment, and</li> <li>- 99.95% in the UAT environments and UAT are in progress.</li> </ul> <p>Maintenance downtime hours approved by Procuring Agency and Contractor on an exceptional basis do not apply to this standard. Planned down-time for non-prod environments do not apply to this standard. The LDs apply only when ASPEN applications are solely responsible for the system downtime.</p>	Monthly	Monthly	\$1000 per Measurement Window
2.	Response Time	ASPEN applications response times will provide an average of less than one (3) second response for synchronous/request-reply type of interactions.	Daily	Monthly	\$1000 per Measurement Window
3.	Disaster Recovery – Recovery Time Objective (RTO)	On the occurrence of a disaster, Contractor will restore essential modules of ASPEN, irrespective of the time the incident occurred, in less than or equal to fifteen (15) minutes 100% of the time.	Annually	Per disaster	\$1000 per disaster event
4.	Disaster Recovery – Recovery Point Objective (RPO)	<p>On the occurrence of a disaster, Contractor will ensure that no data is lost for transactions that have been completed and/or committed at the start of disaster event.</p> <p>Contractor will identify and recover inflight data in the queue, file or web services within 72 hours.</p>	Annually	Per disaster	\$1000 per disaster event
5.	Service disruption	In the event of a service disruption (incident), Contractor must notify the Procuring Agency within 15 minutes. The notification must contain the priority, date, and time of the service disruption start and expected resolution date and times.	Daily	Monthly	\$1000 per Measurement Window



<b>6.</b>	<b>Log file retention</b>	Contractor must maintain transaction log and audit records for ASPEN to comply with Federal, State, and Agency requirements.	Monthly	Annually	\$1000 per Measurement Window
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**[Other Exhibits as needed]**



## APPENDIX D

### COST RESPONSE FORM #1

**(Ensure statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits are complied with when establishing Pricing/Term periods or extension pricing)**

Pricing for initial contract years. Provide an all-inclusive price for optional contract extension years for all activities. Offerors shall include all components, licensing costs, and maintenance and operations costs.

Cost Category	Transition Period	Year 1		Year 2		Year 3		Year 4		4- year cost Total
		FTE Count	Cost	FTE Count	Cost	FTE Count	Cost	FTE Count	Cost	
<b>1 ASPEN Enhancements</b>	n/a									
<b>2 ASPEN M&amp;O</b>										
<b>3 Decoupling ASPEN to integrate with HHS2020</b>										
<b>4 System Transition One-time cost</b>		n/a								
<b>Totals(inclusive of NM GRT)</b>										

## COST RESPONSE FORM #2

Pricing for optional contract extension years. Provide an all-inclusive price for optional contract extension years for all activities. Offerors shall include all components, licensing costs, and maintenance and operations costs.

Cost Category	Year 5		Year 6		Year 7		Year 8		4- year cost Total
	FTE Count	Cost	FTE Count	Cost	FTE Count	Cost	FTE Count	Cost	
<b>1 ASPEN Enhancements</b>									
<b>2 ASPEN M&amp;O</b>									
<b>3 Decoupling ASPEN to integrate with HHS2020</b>									
<b>Totals(inclusive of NM GRT)</b>									

## APPENDIX E

### LETTER OF TRANSMITTAL FORM

#### *Letter of Transmittal Form*

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE  
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**  
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP #: 22-630-4000-0006

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_  
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Andrea Sisneros by 5:00pm MST/MDT on the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 22-630-4000-0006**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Human Services Department via e-mail at:

Name: Andrea Sisneros  
Email: andrea.sisneros2@state.nm.us

Forms must be submitted no later than 5:00pm Mountain Time on the date indicated in Section II.A, Sequence of Events, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at (505)-827-9407 or andrea.sisneros2@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?



\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

## APPENDIX G

### ASPEN Application Maintenance and Support Activities

**TABLE OF CONTENTS**

- A APPLICATION MAINTENANCE AND SUPPORT ACTIVITIES
  - A.1 Enhancements and Ongoing Application Maintenance and Support
  - A.2 Incident Resolution and Help Desk Support
  - A.3 Break Fixes
  - A.4 Batch Management
  - A.5 Reports Assessment
  - A.6 Annual Maintenance Activities
  - A.7 Status Reporting
- B Release Planning and Management

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
1.	<b>APPLICATION MAINTENANCE AND SUPPORT ACTIVITIES</b>		
<b>A.1</b>	<b>Enhancements and ongoing Application Maintenance and Support</b>		
2.	The Contractor shall work with the department to enhance ASPEN, WorkPath and NM ServiceConnect as required by the department and will utilize human centered design in the software development process.	X	X
3.	The Contractor will work to provide ASPEN related functions as services through APIs and microservices to integrate with other applications such as the Unified Public Interface (UPI) and Health and Human Services 2020 (HHS 2020) projects.	X	
4.	The Contractor shall perform business requirement definitions, documentation, validation, and verification for modifications of the existing applications.	X	
5.	The Contractor shall manage the eligibility rules logic to ensure the system applies various data inputs across multiple public assistance program rules to efficiently determine eligibility for benefits.		X
6.	The Contractor shall provide integration with the Enterprise Service Bus (ESB) to allow transmission of data between ASPEN and other systems and MMISR modules as needed to support HSD initiatives.	X	

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
7.	The Contractor shall eliminate the technical debt inherent in the ASPEN system, integrate ASPEN with and leverage investments in shared services, such as Electronic Document Management (EDM), File Transfer Services, Master Data Management (MDM), Enterprise Correspondence Management, Security Management, and Reporting.	X	X
8.	The EDM system is scheduled to be migrated from ImageNow to OnBase. The Contractor shall present a path to migrate from ImageNow to OnBase.	X	X
9.	The Contractor shall proactively monitor for ASPEN functional and technical issues and report them to the designated HSD management within 15 minutes of identification. The Contractor shall provide a timely resolution. Contractor shall provide Service Level Agreement to meet this obligation.		X
10.	The Contractor shall respond to and comply with HSD's direction and an agreed upon timeline for remediation of problems and incidents. <ul style="list-style-type: none"> <li>• Outages – complete or partial disruption in service</li> <li>• Critical defects - The critical defect type is connected with security, or leads to a program crash, data loss, or other serious damage without a viable workaround.</li> <li>• Major defects - A major defect is often an error in the core functionalities and performance of the application.</li> <li>• Minor defects - A minor defect causes some limited loss of functionality, undesirable behavior, but the system is still functional with now degradation in service.</li> </ul>		X
11.	The Contractor shall provide maintenance processes that support the implementation of enhancements without disrupting the day-to-day operations of ASPEN.	X	X
12.	The Contractor shall respond to and comply with HSD's direction and timeline for enhancements.	X	
13.	The Contractor shall monitor and support the online environment during hours of online availability, including weekends and on-call after hours, by proactively diagnosing, resolving, and reporting the status of issues to the State.		X
14.	The Contractor shall provide immediate support for critical production incidents or outages through an established escalation process.		X
15.	The Contractor shall provide ongoing production application support in two key areas – technical services and managerial services. The technical services role covers areas of issue monitoring, identification, analysis, and resolution; while the managerial services role covers escalation, reporting, and communications required independent of the system issue.		X
16.	The Contractor shall work with the State to identify problems, develop a corrective action plan to prioritize resolution activities, take the needed actions to resolve issues, and review the status and outcome.		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
17.	The production environment shall be operational with minimal planned downtime at any time requested by the Contractor for system maintenance and upgrades. Additionally, some data is required to be available 24/7/365 for query only.		X
18.	The Contractor shall actively monitor the production environment and application error logs.		X
19.	The Contractor shall monitor help desk incident trends, to identify issues that may be affecting users in the production environment. During analysis, the Contractor shall research potential system problems. They shall identify anomalies and work closely with the State to investigate the issue.		X
20.	When a potential system problem is discovered, the Contractor shall conduct research to minimize system impact and improve the stability and accuracy of the ASPEN application.		X
21.	The Contractor shall communicate a detailed status (that will be decided upon by both State and Contractor) to State Management within 15 minutes. Collaboration is crucial during this early stage to confirm that the appropriate staff and management are aware of the issue and engaged to facilitate the proper resolution and communication to the field workers.		X
22.	Upon notification of the potential or immediate problem, the Contractor shall provide a detailed analysis and communicate an appropriate corrective action plan to the State. This communication includes a description of the problem, the expected impact on operational functions, a corrective action plan, and the expected time of problem resolution. In addition to communicating via emails, for any critical issues such as those that impact a large ASPEN user base, or affect a population of customer benefits, State Management shall be notified directly with a phone call.		X
23.	Once the Contractor determines an appropriate resolution, they shall use the same communication channel to notify State staff of the proposed issue resolution. In the event of an incident that requires external agency involvement, the Contractor shall communicate and escalate with that agency through the HSD primary contact for that agency from the State team.		X
<b>A.2</b>	<b>Incident Resolution and Help Desk Support</b>		
24.	The Contractor shall follow the State's established process for resolving incidents to help the State achieve goals of high worker satisfaction, reduced workload and the issuance of timely and accurate benefits to customers.		X
25.	Contractor shall assist HSD to maintain standards for resolution of incidents based on priority.		X
26.	The Contractor shall use HSD's designated systems for incident, request, problem, and change incidents.		X
27.	The Contractor shall coordinate and cooperate with other HSD help desks to assure ASPEN users are assisted in the most efficient manner.		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
28.	The Contractor shall follow the State’s existing incident resolution approach that involves close coordination among the State, and field workers, and shall use the State approved tracking tool to drive that activity.		X
29.	The Contractor shall perform an initial investigation and gather information to evaluate if additional resources from the State are required to identify the resolution.		X
30.	The Contractor shall assist the State to prioritize/resolve reported incidents that are most problematic to users or have the largest business/customer impacts.		X
31.	The Contractor shall propose and assist the State with options for temporary resolution when needed.		X
32.	The 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.		X
33.	<p>The 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. 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"> <li>• Gather additional information, which may be required to resolve the incident by contacting the initiator and functional and business leads</li> <li>• Analyze the problem to understand what is causing the initiator to not achieve expected results</li> <li>• Assign the incident to the appropriate team</li> <li>• 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</li> <li>• Assign category to the incident based on a defined set of standard categories that help establish trends for management review</li> <li>• Resolve or develop a Corrective Action Plan for resolution and track the incident until it is resolved</li> <li>• Evaluate if a long-term solution is required and route the incident post resolution to the development team</li> </ul>		X
34.	A quick, effective resolution of priority incidents is critical to supporting the ongoing business of the State. To give these incidents the prompt attention that they require, the Contractor shall use a dedicated team of professionals who possess in-depth knowledge of the ASPEN application, and a follow a structured response process using the Cherwell system.		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
35.	<p>The contractor shall work with the State to respond to the incidents assigned to them within a timeframe mutually agreed upon between the State and the Contractor. When emergent priority incident is reported, the Contractor shall review the incident, and if necessary, gather additional information from the initiator. The Contractor shall identify and 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.</p> <p>NOTE: The resolution provided could be a worker action, a script to update any inconsistent data, or an override action by central office staff. If there is no interim resolution available to meet the user's expectations, and a system fix is the only possible resolution, the item shall be escalated to the release management team for prioritization for an immediate release.</p>		X
36.	The Contractor shall provide a weekly status report of all outstanding Cherwell incidents. This will give HSD a status of the health of the system so they may take appropriate actions. To provide for the efficient resolution of incidents, the Contractor shall use a dedicated team of professionals who possess in-depth functional knowledge, and a follow a structured Cherwell response process.		X
37.	The Contractor shall identify the root cause of the issue and refer actions that require application maintenance to the release planning team.		X
	Help Desk Support		
38.	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.		X
39.	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.		X
40.	<p>The Contractor shall proactively monitor and respond to system users' processes or issues related to the incident resolution process. They shall work closely with the State to refine processes that enable:</p> <p>More efficient incident resolution processes</p> <p>Useful training materials and/or step by step instructions that are made available to the ASPEN users</p> <p>Prioritization of issues that the local offices are most concerned about</p>		X
41.	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.		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
42.	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.		X
43.	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.		X
44.	Due to the critical need to maintain low volume of outstanding work requests, break-fix activities and Cherwell incidents, the Contractor shall allocate appropriate resources to their incident resolution teams. The Contractor shall assist the State in maintaining a process for the categorization of incidents. This shall improve the ability to target resources in the areas needed to control backlog growth.		X
45.	To reduce incidents related to user error, the Contractor shall continually endeavor to understand the needs of ASPEN users. The Contractor shall recommend and assist with the design of training solutions and business process changes centered on these items. These initiatives shall account for the workflow issues and knowledge gaps that shall provide the most benefit and relief to end users of ASPEN.		X
46.	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.		X
47.	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 to assure that identified trends are communicated to the State so they will be addressed.		X
A.3	<b>Break Fixes</b>		
48.	The Contractor shall follow the State's process workflow for each data modification approved by HSD submitted to the State for production implementation.		X
49.	The Contractor shall work towards consistently reducing the number of break-fixes required.		X
50.	The Contractor shall report on the root-causes of problems requiring break-fixes so that related application fixes can move through release planning and result in permanent fixes to the application.		X



	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
51.	Given the number of functional modules and external agency systems that ASPEN interfaces with, the complexity of the system, and policies around which the system is built, there is occasionally a need to correct data anomalies in production to support data quality and reliability requests.		X
52.	The Contractor shall follow the break-fix process workflow and collectively work with the State staff.		X
53.	The Contractor shall monitor the ASPEN batch exceptions and application error log statistics on a daily basis to identify and report on any trends that can potentially result in system-wide issues or negatively impact progress. These types of issues are potential candidates for a break fix.		X
54.	The Contractor shall monitor Cherwell incidents and other communication channels to resolve emergency situations or cases that contain data inconsistencies.		X
55.	<p>The Contractor shall support the following types of break fixes submitted in production below. For issues that require application maintenance, the contractor shall submit the proper documentation of the root-cause and recommended fix to the release planning team with an objective of implementing permanent solutions to achieve an increase in system stability and the reduce the number of break-fixes required.</p> <ul style="list-style-type: none"> <li>• One time Data fixes. These are data modifications that address data related to a specific case that has an identified and approved need for a correction or cases that require cleanup for an issue that has already been resolved in production through a permanent fix.</li> <li>• Recurring Data Modification - Data modifications are sometimes executed repeatedly (recurring) until an immediate or scheduled ASPEN build, addresses the root cause of the issue.</li> <li>• Event Driven Data Modification - These are proactively submitted to address issues that are identified by the Contractor, State or third parties.</li> <li>• Corrections to avoid application errors resulting from data inconsistencies created in production data</li> <li>• Case or program specific corrections to avoid delays with case processing, customer benefits, and other services critical to serving ASPEN customers.</li> <li>• Correction of inaccurate data from issues identified with trading partner interfaces.</li> </ul>		X
56.	<p>The following Break-Fix processes shall be followed by the contractor:</p> <ul style="list-style-type: none"> <li>• The Contractor shall add items to the Break Fix master list, which also will include items added by the State, as data inconsistencies are identified during ASPEN triage and emergent incident processes.</li> </ul>		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• The Contractor shall research and develop, short-term and long-term solutions (i.e., data modification and associated code fix, where applicable)</li> <li>• The Contractor shall deliver data modifications to break fix team for testing.</li> <li>• The Contractor shall coordinate the build and testing of Break Fix build items.</li> <li>• The Contractor shall test data modifications and refer them to the State after completion for any testing needed by the State.</li> <li>• Environment Requests (ER) for each break fix shall be provided to the appropriate team</li> <li>• ERs shall be associated with JIRA Work Requests. The contractor shall provide detailed documentation of the purpose of the Break-fix, frequency, dependencies and other information required by the State for approval in the Work Request.</li> <li>• ERs must include test logs from testing in lower environments before they are submitted to the team for provisioning. These logs must document the number of records affected by any data modification.</li> <li>• The data modifications will be tested in the Integration environment.</li> <li>• The Contractor and State shall complete testing of any Break-fix proposed for the same day no later than the agreed upon deadline.</li> <li>• The Contractor and the State shall make final modifications to the Break Fix master list each day by the agreed upon deadline.</li> <li>• The Contractor and the State shall review HSD critical items for processing.</li> <li>• The Contractor and the State shall review business impacts of new break fix items and obtain State approval for each proposed break fix item.</li> <li>• The Contractor shall work with the State to get approval and complete a scheduling plan for releasing successfully tested items.</li> <li>• The Contractor shall evaluate the impact of the schedule on trading partners, batch schedules and any other applications or processes that depend on the completion of the schedule.</li> <li>• Data modifications/break fixes shall be applied to ASPEN Production by the appropriate team</li> <li>• The ASPEN Batch Team will be notified once data modifications have been successfully applied.</li> <li>• Status of completed break fixes shall be communicated to the State.</li> <li>• The Contractor shall review the results from the previous day's Break fix process.</li> </ul>		
57.	The Contractor shall use the JIRA tool to track and submit the environment requests (ER) for data modifications. These ERs are		X

	<p>ASPEN MAINTENANCE &amp; OPERATION FUNCTIONAL MATRIX  ***FUNCTIONAL REQUIREMENTS MATRIX***</p>	<p>ASPEN  Enhancements</p>	<p>ASPEN M&amp;O</p>
	<p>associated to a Work Request for tracking purpose and to identify and prioritize a long-term fix to prevent similar data modifications in the future.</p>		
<b>A.4</b>	<b>Batch Management</b>		
	<p>Batch operation is one of the key components of an Integrated Eligibility system and it affects each facet of the ASPEN application that delivers services to the citizens of New Mexico. Many critical ASPEN processes such as benefit issuance to customers, correspondence and report generation, eligibility mass updates, and provider Benefit Issuances depend on the successful and timely completion of batch operations. However, any instance where work can be completed without Batch, the State would like to move forward with real time data exchange.</p>	X	X
58.	<p>The Contractor shall provide qualified resources with experience and knowledge of batch job scheduling, assessing batch reports, optimizing batch cycles to increase operating efficiencies, monitoring nightly batch runs, and resolving any emergency issues within the batch cycle including:</p> <ul style="list-style-type: none"> <li>• Scheduling and assisting in monitoring batch runs in production and lower environments.</li> <li>• Proactively identifying and resolving problems with batch jobs.</li> <li>• Meeting batch cycle scheduling specifications, including job turnaround time, monitoring, and quality management.</li> <li>• Review of batch schedules to make recommendations for improving efficiency and streamlining performance.</li> <li>• Produce and review batch reports to provide timely feedback and recommendations to the State for any issues.</li> </ul>		X
59.	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>• Monitor and assist the State to plan scheduled nightly batch cycles well in advance to identify potential days that could result in longer batch executions that allow realignment of batch processing on critical days so that execution can be completed in a timely manner.</li> <li>• Propose contingency processes for evenings that are considered as “tight” batch windows.</li> <li>• Propose ways to optimize the batch schedule during critical periods such as cut-off and month-end to maintain timely issuance of benefits to citizens and maintain full availability of the ASPEN online application during agreed upon operational hours.</li> <li>• Provide knowledgeable on-call staff to assist with management and completion of the daily batch schedule.</li> <li>• Monitor performance, logs and exception reports and work with HSD to diagnose and address any batch incidents that may potentially occur during the nightly batch schedule and perform necessary production support activities.</li> </ul>		X

	<p>ASPEN MAINTENANCE &amp; OPERATION FUNCTIONAL MATRIX  ***FUNCTIONAL REQUIREMENTS MATRIX***</p>	<p>ASPEN  Enhancements</p>	<p>ASPEN M&amp;O</p>
	<ul style="list-style-type: none"> <li>• Provide resources from the application maintenance team with appropriate experience and functional knowledge of batch operations as needed to support batch operations.</li> <li>• Maintain and support all required OpCon environments</li> <li>• Work with the State to schedule new batch processes introduced to the batch schedule.</li> <li>• Assure batch scheduling will be based on job dependencies, business criticality and impact to the end users and citizens.</li> <li>• Optimize the batch schedule to accommodate any new processes that may need to be re-scheduled based on their criticality.</li> <li>• Monitor newly introduced batch processes to address any unforeseen failures or downstream impacts to other batch jobs.</li> <li>• Provide functional and monitoring support for critical batch operations to avoid any potential issues or interruption of services that could occur. Examples of critical operations include but are not limited to: Benefit issuances, and critical third-party interfaces.</li> <li>• Monitor resources for processor, I/O, and memory usage while batch jobs are executing and identify any remedial actions that may need to be taken if any adverse impacts are detected.</li> <li>• The Contractor is expected to continually reduce the amount of time necessary to complete batch operations between business days.</li> </ul>		
<p>60.</p>	<p>Emergency maintenance is critical to the success of ASPEN to enable business continuity for daily activities such as eligibility determination, benefit issuance, and data sharing with other agencies.</p> <p>During the nightly batch process, there are four key groups who must be involved in resolving batch related emergencies. These members include:</p> <ul style="list-style-type: none"> <li>• ITD and Contractor Support Teams. Monitor and support batch operations and identify emergency situations that occur during the processing of nightly batch schedules</li> <li>• Manager(s) within the corresponding ASPEN and ASPEN functional module(s) to which the batch job encountering issues belongs</li> <li>• Analyst(s) within the corresponding ASPEN functional module(s) affected</li> <li>• ITD, Contractor and ISD Management. Management shall be kept informed at all times through email and when necessary, a phone call, depending on criticality and impact of the batch job on the business. Recommendations and decisions from State management drive the resolution process</li> </ul>		<p>X</p>
<p>61.</p>	<p>The Contractor shall collect contact information and produce a call list of the appropriate staff and Contractor management needed to be available by phone in the event of a batch related emergency.</p>		<p>X</p>

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
62.	The Contractor Batch Support team shall monitor the ASPEN batch cycles, and in the event of a problem, follow the documented procedures for problem identification, escalation and resolution to minimize the potential impact to the ASPEN online start time and deliver critical files to trading partners on time.		X
63.	<p><u>Problem Escalation</u></p> <p>The escalation process begins following the problem identification and the Contractor shall follow the standard processes including:</p> <ul style="list-style-type: none"> <li>• Functional manager(s) associated with the impacted functional module shall be contacted.</li> <li>• Managers will engage the analysts assigned to support batch operations to review the problem and identify a solution.</li> <li>• Functional managers shall evaluate the business impact and provide timely updates to HSD detailing the impact to the end users and customers.</li> <li>• The Functional manager will notify the State and identify impacts related to the problem and perform applicable impact analysis, validation and testing on any proposed solution before it is implemented.</li> <li>• Solutions that require changes to the normal business processes shall require State approval.</li> <li>• While the problem is being identified and researched, the batch team shall work to restore batch operations with the intent of completing as much of the nightly schedule as possible.</li> <li>• If there is not sufficient time to complete the batch schedule, the batch team and supporting management will work with ITD and HSD management to establish the short-term priorities for the completion of the most critical jobs.</li> <li>• The analyst and functional manager work with the development team and trading partner contacts as needed to identify the solution with the least immediate and downstream impact.</li> </ul>		X
64.	The Contractor shall be available to respond to critical issues that may occur for a variety of reasons including programmatic issues, network issues, infrastructure / software issues, or any issue that prevents the completion of critical business processes.		X
65.	<p><u>Problem Solution Identification</u></p> <ul style="list-style-type: none"> <li>• The Contractor's track analyst shall investigate the problem and identify the corresponding required fix. If the manager determines that the solution is acceptable, the information is relayed back to the batch support team.</li> <li>• Should the problem continue to be unresolved within an acceptable window, key stakeholders shall be notified by the Contractor promptly and additional support staff with the necessary skill set are contacted and brought on site promptly.</li> <li>• In the rare situation where the only resolution is a code fix, the Contractor shall enter a work request and send it to the immediate release management process for immediate prioritization.</li> </ul>		X

	<p style="text-align: center;">ASPEN MAINTENANCE &amp; OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***</p>	<p style="text-align: center;">ASPEN Enhancements</p>	<p style="text-align: center;">ASPEN M&amp;O</p>
<p>66.</p>	<p><u>Follow up Activities</u> After the problem is resolved and normal batch operations have been restored, problems that required escalation shall be entered into the State approved issue tracking software. The Contractor shall work with the State to analyze trends and common problems with the following objectives:</p> <ul style="list-style-type: none"> <li>• Communicate with third party contacts to coordinate permanent solutions for problems related to source files or the timing of third-party dependencies.</li> <li>• Communicate details of commonly occurring problems to the QA review, technical architecture, and technical testing teams to establish preventative processes and procedures or improvements in the ASPEN framework to reduce specific types of errors.</li> <li>• Communicate problems related to resource contention and system performance to the technical support and Database management teams so that permanent fixes can be proposed.</li> <li>• Provide sufficient detail in the issue tracker notes so that trends can be analyzed.</li> </ul>		<p>X</p>
	<p><u>Batch Quality Management</u> After implementing any functional change, the Contractor shall validate the stability and accuracy of batch processes through several stages including unit, integration, quality assurance, user acceptance, and load/stress tests.</p> <p>Batch load testing, which is essential to quality batch processing management as it allows for identification of batch performance optimization opportunities before migration into the higher environments. To accurately evaluate the performance of a batch job, it must be run against a database with production volume data. Upon completion of technical testing, the Contractor shall analyze batch key performance indicators (KPIs), such as total runtime, database query performance, and resource usage statistics from the server infrastructure, and based on this analysis, provides recommendations for performance improvements to the Maintenance and Operation team. In addition to the many QA checks in place to facilitate smooth batch operations, additional checks shall be put in place after the batch execution for critical programs to validate its accuracy. The Contractor shall proactively validate batch output against expected results. This step identifies batch exceptions, increased run-times, and issues with data accuracy.</p>		<p>X</p>
<p><b>A.5</b></p>	<p><b>Reports Assessment</b></p>		
<p>67.</p>	<p>The Contractor shall monitor and assess reports to improve their accuracy and performance. This will include tasks such as:</p> <ul style="list-style-type: none"> <li>• Review production reports for accuracy and consistency of data as well as optimal performance</li> <li>• Identify and recommend potential improvements in the report related batch jobs</li> </ul>		<p>X</p>

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>Provide ad hoc reporting needed by the State.</li> </ul>		
68.	ASPEN reports employ complex business rules that typically summarize, and aggregate data based on business user requests and deliver a wealth of critical information to stakeholders and business users. The Contractor shall closely monitor and assess these reports to produce the highest quality information for ASPEN users without impacting the batch schedules.		X
69.	<p>The contractor shall perform the following:</p> <ul style="list-style-type: none"> <li>Monitor batch report execution.</li> <li>Generate statistics and reports on the batch report runtimes to assist with identification of areas for improvement.</li> <li>Develop and follow a Batch Issue Management process for any issues identified related to reports in production.</li> </ul> <p>To verify reports are running optimally, the Contractor shall conduct performance tests to verify their stability and impact on system performance levels before promoting them to the production batch operations schedule. To identify performance optimization opportunities, The Contractor shall test the batch reports against a database that is sized to Production such as UAT or Production Patch When performance problems are identified for existing production reports, these will be escalated to the release management team for prioritization for an immediate or scheduled release. In the event of a failure to a critical batch report the Contractor shall follow the State’s established communication process.</p>		X
70.	The Contractor shall produce ad hoc reports that provide key information to the State, and enables management to make decisions on their systems, programs, and staff.		X
71.	Testing and quality in ad hoc reporting is critical as the State uses these reports for very important decisions and, in some cases, external communication. The Contractor shall conduct sufficient quality checks by leveraging the services of the Quality Assurance Test (QAT) team to verify key data and confirm results using the ASPEN system.	X	X
72.	<p>The timeliness of delivering information to the State for key decisions and providing external information is important. The Contractor shall provide many types of ad hoc reports including but not limited to:</p> <ul style="list-style-type: none"> <li>One-Time Reports. These will be requested by the State as needed.</li> <li>Recurring Ad hoc Reports. These reports are needed at a certain frequency following an action that takes place either through online or batch processes.</li> </ul>	X	X
<b>A.6</b>	<b>Annual Maintenance Activities</b>		
73.	<p>The Contractor shall complete critical annual maintenance activities and create and follow an established plan to facilitate smooth operation of these annual activities. Examples:</p> <ul style="list-style-type: none"> <li>Clothing Allowance</li> </ul>		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• LIHEAP point value changes</li> <li>• Time-sensitive reference table review and updates</li> <li>• RSDI (Social Security) COLA Updates</li> <li>• Home Heating Credit Payments</li> <li>• Federal Poverty Limit (FPL) changes</li> <li>• Fiscal Year Benefit Issuance Reporting</li> <li>• 1099s</li> </ul>		
74.	Changes to reference tables, application logic, updates to policy, and stakeholder requirements create the necessity to implement annual updates to ASPEN to maintain compliance with State and Federal regulations. Annual maintenance requests are necessary ASPEN activities which modify or enable various policies, legal mandates, and rules. Some updates may require a change to benefits of the citizens based on program policy and result in a large volume execution of mass update. In certain scenarios downstream activities such as generation of special correspondences to affected citizens or the creation of ad hoc reports to provide a summary of the impact of the change may be required.		X
75.	The Contractor shall manage and support the implementation of mass updates by working closely with State leadership and policy experts to determine specific eligibility criteria and identify cases that would be potentially impacted by the mass change.		X
76.	The Contractor shall plan, communicate, coordinate, and implement each mass change with input and approval from the State. When mass change updates are implemented, each impacted assistance group is typically identified using ad hoc reports that allow workers to distinguish online mass change determinations from worker-initiated determinations. The Contractor shall identify appropriate caseloads and perform pre-determined test executions to validate the accuracy and assess impact. The Contractor shall collaborate with the State to plan, communicate, test, and implement mass change updates.		X
77.	To facilitate the easy tracking of these time-sensitive tasks which, if not handled appropriately, may have negative impacts such as delayed benefits and application unavailability, The Contractor shall use a “dashboard” that acts as a centralized repository for time-sensitive recurring activities with details on planning, execution steps, owners, and timelines required for each of the tasks.		X
<b>A.7</b>	<b>Status Reporting</b>		
78.	The Contractor shall provide monthly status reports that cover the subject areas of Benefit Issuance, Planned Releases, Help Desk Support, Calendar and Batch Activity, Additional Activities, Business Measures, Business Measures and Technology Measures. Each of these sections shall provide summary level information for quick reference and contain detailed information to provide a complete view of the activities for a reporting period. In addition, the monthly reports shall include extensive information related to Business Measures to help		X



	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	management staff to know the trends and growth of caseload volumes, public assistance program growths, benefit dollar values, and correspondence issued during the reporting period. These shall also provide specific activities regarding recently completed and planned releases, immediate releases, and completed environmental requests. Upon mutual agreement between the State and the Contractor enhancements shall be made to the Monthly Maintenance and Operations Status Reports to include additional information, new sections or detailed information on special projects.		
79.	<p>The following sub-sections define each area of the required report and the information that is to be included.</p> <p><u>Planned Releases</u> - The Planned Release section consists of information on three consecutive releases:</p> <ul style="list-style-type: none"> <li>• The Releases previously implemented during the reporting period</li> <li>• The current Release to be implemented</li> <li>• The next future Release</li> </ul> <p>This section of the report is designed to provide meaningful visibility of the actual release progress and provides status on the Work Requests associated with the current and upcoming Releases. The current status of specific Release-related Work Request activities shall be provided.</p>		X
80.	<p>This section shall provide a count of the Work Requests which are scheduled as part of the Release. To provide a better understanding of the scope of the Release, the number of work requests that required application maintenance shall be identified. This section shall also provide a summary of User Acceptance Test (UAT) status that is tracked at the Release Planning , with accompanying notes where applicable regarding specific details on Work Requests that have not passed UAT. The testing status of specific Highlighted Functionality items, which consist of groups of Work Requests and related Test Scenarios are presented in a table at the end of this section. This table reflects both Quality Assurance Testing and UAT test statuses.</p>		X
81.	<p><u>Help Desk Support</u></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. A Weekly Incident Resolution graph shall provide HSD management a snapshot view of incidents resolved by the Production Support Team organized by priority (<i>low, medium, or high</i>) on a weekly basis over the prior month.</p>		X
82.	<p><u>Calendar and Batch Activity</u></p> <p>This section of the report shall provide the schedule for recurring processes including Daily Batch Issuance, Mass Update and Send processing, LIHEAP Issuance, Monthly Packets, Month End RD, Month end Benefit Issuance and Quarterly SSP processing.</p>		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
83.	The contractor shall produce a daily batch activity report ( <i>post batch</i> ) to highlight issues related to critical batch jobs and document other activities which are of importance to the business users and trading partners. This report is one of the key sources for the Batch Issues Log section of the Monthly Report.		X
84.	In addition to the Batch Calendars, this section shall provide a table of the start and end times for the recurring core jobs in each batch cycle included in the report. Informative comments shall be provided for each cycle that extends beyond normal processing hours. For each major trading partner, a table shall be provided with the start and end times of the batch jobs that process the related interface files, along with explanatory comments for any jobs that were ( <i>or will be</i> ) delayed.		X
85.	This section will include the Batch Issues Log, which will provide an identification and description of any Batch Issues that have occurred, along with a short term and long-term resolution to the issue. This mechanism will provide management with an ongoing assessment of issues that have occurred, what was done to promptly mitigate the issue, and what the necessary solution was determined to be. Maintaining a record of issues and resolutions in this manner not only confirms that issues are being promptly addressed with acceptable solutions, it builds a growing base of knowledge that enables the Contractor and State Batch teams to quickly identify and respond to future situations.		X
86.	The Additional Activities section of the report shall provide information on additional activities of value that occurred during the month that do not fit into one of the other status report categories. Each activity shall be updated monthly. Examples of activities to be tracked in this report include: <ul style="list-style-type: none"> <li>• Technical Upgrades</li> <li>• Documents/Explanation to OIG</li> <li>• Wage Match Assistance</li> <li>• QC Universe/Sampling Assistance</li> <li>• Archival and Purge Strategy and Approach</li> <li>• Recoupment Meetings</li> <li>• Employment and Training Meetings</li> <li>• Provider Management Meetings</li> <li>• Annual School Subsidy</li> </ul> <p>As new initiatives are implemented and business needs change, the State may request information on additional activities to be added to this section.</p>		X
87.	This section shall report on critical business operations metrics related to Case, Individual, Program summaries related, benefit issuance data by program type for daily, weekly, monthly and quarterly Benefit Issuances, and weekly volume of correspondences by document type. This section of the report shall provide summary and detailed information on relevant business measures and key performance indicators that measure the		X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	effectiveness of operations and identify potential problem areas. This section shall contain information that is crucial for the State management to assess the success of an initiative, observe patterns of growth and proactively prepare and implement enhancements to the system. Reported business measures shall provide State management a snapshot view of the portfolio and enable informed and prompt decision making.		
88.	<p><u>Technology Measures</u></p> <p>This section of the report shall provide monthly summaries of resource utilization (<i>processor, Memory, and Disk</i>) across the Application, Database and Web Server domains. This section shall also include the Application/Server Uptime table, which presents the average and peak utilization of each resource category for each server domain. The remainder of this section shall provide the following charts of daily utilization for the prior month:</p> <p>Application Server Processor, Memory, and Disk Utilization Database Server Processor, Memory, and Disk Utilization Web Server Processor, Memory, and Disk Utilization</p> <p>Certain metrics are tracked by ITD and OOS to measure the alignment with department mission and goals; these scorecard measures are made publicly available. The Contractor shall respond to the need to create and track new metrics and to refine existing metrics. As an example, two metrics that are important to the organization are:</p> <ul style="list-style-type: none"> <li>• The average ASPEN system response time for eligibility transactions from a staff perspective</li> <li>• Percentage of automated eligibility decisions.</li> </ul> <p>See scorecard measures here: <a href="https://sites.google.com/view/nmhsdscorecard/goal-3">https://sites.google.com/view/nmhsdscorecard/goal-3</a></p>		X
89.	Additionally, the Monthly status report shall provide detailed lists including status information of every Work request and environment request included in planned and immediate releases which highlight the functionality and test scenarios related to the activities. In addition, a summary of environment requests applied to all environments shall be provided.		X
<b>B</b>	<b>RELEASE PLANNING AND MANAGEMENT</b>		
90.	The Agile framework is used for ASPEN development and release cycles, with a release scheduled for the end of every cycle.		
91.	<p>Each sprint consists of:</p> <ul style="list-style-type: none"> <li>• 2 weeks of Regression/Patch Testing followed by a Release <ul style="list-style-type: none"> <li>○ Regression Test for Previous Sprint</li> <li>○ Obtain Prioritized Features/User Stories from Chief Product Owner (CPO) &amp; Product Owner (PO) for the Next Sprint.</li> </ul> </li> </ul>	X	X

	ASPEN MAINTENANCE & OPERATION FUNCTIONAL MATRIX ***FUNCTIONAL REQUIREMENTS MATRIX***	ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• 1 week of Validation of Previous Sprint Release &amp; Planning for Next Sprint               <ul style="list-style-type: none"> <li>○ Release &amp; Validate previous Sprint development</li> <li>○ Conduct Story Point Estimation of User Stories based on Prioritization done in prior week.</li> <li>○ Meet for final prioritization of User Stories to plan for next Sprint.</li> </ul> </li> <li>• 4 weeks of Development &amp; Testing               <ul style="list-style-type: none"> <li>○ Conduct Sprint Planning to create sub-tasks for User Stories.</li> <li>○ Review Test Scenarios with Subject Matter Experts (SMEs), PO, and other Business Stakeholders.</li> <li>○ Give Interim Review demonstration on progress halfway through Sprint.</li> <li>○ Obtain feedback from work in progress from PO and SMEs.</li> <li>○ Give Sprint Review final demonstration of User Stories completed in Sprint.</li> </ul> </li> </ul>		
92.	See APPENDIX I for more information on the ASPEN Agile process.		

## APPENDIX H

### ASPEN Maintenance & Operations Technical Requirements Matrix and Tables

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#### C - ONGOING ASPEN TECHNICAL OPERATIONS ACTIVITIES

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ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
C 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, cloud 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.	X	X
3.	The Contractor shall comply with HSD’s release and change management processes.	X	X
4.	The Contractor shall maintain documentation of the architecture and its components. Examples include a full and current COTS inventory and infrastructure configuration inventory.	X	X
<b>C.1</b>	<b>Key Contractor Tasks and Activities</b>		
5.	Section C.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		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<p>C.2 through C.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"> <li>• Managing and maintaining ASPEN’s architecture, tiers and the associated framework</li> <li>• Monitoring application and database usage</li> <li>• Capacity planning</li> <li>• Emergency preparedness and disaster recovery planning</li> <li>• System security</li> <li>• License management and compliance</li> <li>• Database management and support</li> <li>• File management</li> <li>• Improving system performance</li> <li>• Management of system patches and upgrades</li> <li>• Environment creation and support</li> <li>• Configuration management</li> <li>• Communications software, Cloud and network support.</li> <li>• 24/7/365 monitoring and maintenance, including staff on call</li> <li>• COTS integration</li> <li>• Tuning</li> <li>• Interface management</li> <li>• Report creation</li> <li>• Rule change configurations to support known scheduled activities</li> </ul>		
6.	<p><u>Software Architecture</u></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> <ul style="list-style-type: none"> <li>• 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 HSD. Load testing will be conducted for all releases.</li> <li>• 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. <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> </ul>	X	X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>○ 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.</li> <li>• 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. <ul style="list-style-type: none"> <li>○ The Contractor shall review the results of the impact analysis with ITD prior to the release of the modified code into upper environments.</li> <li>○ 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.</li> <li>○ The test plan shall be submitted to HSD for review prior to release of the modified code into upper environments.</li> <li>○ The Contractor shall complete the required testing and document the results prior to release of the modified code into upper environments.</li> <li>○ 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.</li> <li>○ 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.</li> <li>○ If 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 and to minimize negative impact on ASPEN.</li> </ul> </li> <li>• The Contractor shall utilize the appropriate framework services when any new code is added to ASPEN or existing code is modified.</li> <li>• 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 framework tools shall require proper communication with all ASPEN functional area leads as well as HSD leads.</li> <li>• 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.</li> <li>• 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.</li> </ul>		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• 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.               <ul style="list-style-type: none"> <li>○ The following code artifacts, configuration items, and assets are generated by the framework tools:                   <ul style="list-style-type: none"> <li>▪ Database Access Code (Cargoes, Collections and DAOs)</li> <li>▪ Messaging and Web-Services Framework</li> <li>▪ Page Queuing and Page Flow Framework</li> </ul> </li> </ul> </li> <li>• 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.</li> </ul>		
7.	<p><u>Presentation (Web) Tier</u>            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>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.</p>	X	X
8.	<p><u>Business Tier</u>            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	X
9.	<p><u>Persistence (Database) Tier</u>            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. 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</p>	X	X



ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<p>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, and ongoing performance optimization efforts.</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 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>		
10.	<p><u><b>Messaging and Integration Services Tier</b></u> The Contractor shall maintain and support existing components of the Integration tier.</p> <p>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 3<sup>rd</sup> 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 3<sup>rd</sup> 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	X
<b>C.2</b>	<b>System Health Check and Monitoring</b>		
11.	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.		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<p>The Contractor shall perform system health checks pro-actively and regularly following each release and:</p> <ul style="list-style-type: none"> <li>Identify and communicate issues with performance and / or stability</li> <li>Recommend and implement optimizations</li> <li>Monitor system metrics closely during post-implementation</li> </ul> <p>The Contractor shall analyze and review system performance data on a regular basis to provide HSD with accurate recommendations for Cloud, software or infrastructure changes required to:</p> <ul style="list-style-type: none"> <li>Support the implementation of new business functionality or technology initiatives</li> <li>Support increased caseload processing while maintaining performance and availability objectives of HSD.</li> </ul> <p>Increasing volume of data, functionality added through application releases, steadily increasing caseload processing needs, cloud hosting and 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"> <li>Identify processes that are running longer than historic norms or other expectations.</li> <li>Track the historical performance of individual processes over time to identify those that are affected by the maturing system.</li> <li>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.</li> </ul>		
12.	The Contractor shall present their approach for the elimination of technical debt to include improvement of inefficient code and ensuring necessary operating system and COTS product and operating system patching and maintenance is completed when such patches and mitigations are available. This includes security patches.		X
13.	The Contractor shall provide support to principal stakeholder and user communities including ASPEN customers, all divisions/offices within the HSD, organizations with which the HSD exchanges data via systems interfaces (trading partners), and other organizations and groups representing New Mexicans.		X
14.	<p><u>Application and Database Usage Monitoring.</u></p> <p>The Contractor shall leverage monitoring tools such as Nimsoft and Oracle, and visualization tools 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"> <li>Nimsoft Monitoring</li> <li>Nimsoft usage:</li> <li>Collect, monitor and analyze server information every day</li> <li>Monitor Application, Database and Web Server Processor and Memory utilization.</li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• Web Sphere-related application counters</li> <li>• EJB Response Times</li> <li>• Container requests</li> <li>• Produce dashboards and reports for real-time views of the health applications, databases, and of all components that support ASPEN and key performance metrics.</li> </ul> <p>Custom Monitoring Reports:</p> <ul style="list-style-type: none"> <li>• Provide automated monitoring reports to monitor and gauge performance and system availability in Production.</li> <li>• Send periodic automated alerts on: <ul style="list-style-type: none"> <li>○ Statistics and Metrics:</li> <li>○ Application Instances</li> <li>○ Database health metrics including: <ul style="list-style-type: none"> <li>▪ OEDBC transaction times</li> <li>▪ Queue depth</li> <li>▪ Hung threads</li> <li>▪ Garbage collection statistics</li> <li>▪ EDBC usage statistics</li> <li>▪ EDBC Usage trends</li> </ul> </li> </ul> </li> <li>• Provide Production Operational Summary report as needed to mitigate the risk of performance issues that could impact statewide availability of ASPEN</li> <li>• Automate the consolidated Production Operational Summary Report to be accessible through a real-time dashboard</li> <li>• Automate detailed metric reports</li> <li>• Use Oracle tools to monitor: <ul style="list-style-type: none"> <li>○ Database memory</li> <li>○ Processor utilization</li> <li>○ Disk utilization</li> <li>○ Query processing time</li> <li>○ Query processing efficiency</li> <li>○ 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"> <li>▪ Buffer gets</li> <li>▪ High hard parsing ratios</li> <li>▪ High Processor cycle consumption</li> <li>▪ High I/O rates</li> <li>▪ Extended execution time</li> <li>▪ Optimized utilization of Oracle architecture</li> </ul> </li> </ul> </li> <li>• DBAs shall review and make necessary recommendations to SMEs who shall create maintenance activities for critical optimizations</li> <li>• Refer maintenance activities to appropriate agile team to prioritize and schedule</li> </ul>		
<b>C.3</b>	<b>Capacity Planning</b>		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
15.	<p>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
16.	<p><u>C.3.1 Capacity Planning Process</u></p> <p>Key steps in the capacity planning process include:</p> <ul style="list-style-type: none"> <li>• Gather and analyze system data and usage statistics from a variety of sources including:</li> <li>• Database/File System Growth. Obtaining statistics and calculate the expected increase over time to make accurate growth projections.</li> <li>• User Base Growth. Review the number of application users added, changed, or deleted. and determine the potential for impacts on the system resources.</li> <li>• Actual System Usage. Review changes in the numbers of transactions, percentages of resources consumed, database hits, other I/O metrics, Processor usage, disc usage. , etc. to provide an overview of system resource usage and also potential areas of concern.</li> <li>• Determine the growth patterns for both the online and batch environments</li> <li>• Evaluate the impacts of new business and technology initiatives:</li> <li>• 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.</li> <li>• Provide management and technical leads with a set of processor usage metrics under various user load and activity scenarios</li> <li>• 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</li> </ul>		X
17.	<p>The Contractor shall meet with HSD to present and discuss the capacity plan information, and</p> <ul style="list-style-type: none"> <li>• Provide HSD with a set of detailed estimates to forecast future capacity requirements</li> <li>• Make specific architecture and software recommendations in line with capacity forecasts</li> <li>• Analyze the impacts of new technologies or any code changes being introduced</li> <li>• Identify where the primary impacts to the infrastructure are expected</li> </ul>		X
18.	<p><u>C.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"> <li>• The scope of the initiative(s) being covered in the capacity plan</li> <li>• Any anticipated increases to the system user base</li> <li>• Any increases to resources usage and disk consumption of the database and file storage servers</li> <li>• Any increases to network bandwidth consumption</li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>Any increases to service consumption</li> <li>Management of all licenses, license usage and compliance with applicable software vendor license agreement to ensure license are not over deployed.</li> <li>Any requirements for new or additional software licenses.</li> <li>The Contractor shall review issues related to the ASPEN application that may be identified by HSD during the evaluation of network monitoring.</li> </ul>		
<b>C.4</b>	<b>Support for Emergency Preparedness and Disaster Planning</b>		
19.	<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 manage existing disaster recovery processes to minimize the risk that ASPEN could be compromised by natural or technological disasters and implement improvements to the disaster recovery processes as needed. The contractor shall manage 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"> <li>Assess risks, severity, and steps to mitigate them.</li> <li>Perform, test, document, and support disaster recovery activities at a minimum once per year or as directed, including periodic testing of failover, failback of the Disaster Recovery system.</li> <li>Update the current Disaster Recovery plan documentation as directed by HSD.</li> <li>The Disaster Recovery Plan must include: <ul style="list-style-type: none"> <li>A structured contingency and escalation process in the case of system outage</li> <li>Established emergency plans</li> <li>Communication plans</li> <li>Processes for support</li> <li>Back-up procedures</li> <li>Post-contingency plans</li> <li>Established processes for business impact analysis that will help determine the severity and ramifications of an emergency event</li> <li>Business Impact Analysis</li> </ul> </li> <li>Provide analysis of operational state to HSD immediately following any emergency event</li> <li>Provide recommendations and associated risks to HSD following any emergency event</li> <li>Review the readiness of the disaster recovery database and application environments</li> <li>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</li> <li>Manage the Implementation of failover and disaster recovery strategies</li> <li>Document all failover steps including software installation and server set-up procedures</li> <li>Provide clear and concise step-by-step directions sufficient to restore all critical components of the ASPEN environment in the event of an emergency</li> <li>Determine and document the root cause of any disaster or emergency event</li> <li>Document, test and verify emergency procedures and disaster recovery strategies including: <ul style="list-style-type: none"> <li>Processes to manage and restore the server infrastructure</li> <li>Processes to restore and validate system configuration</li> <li>Data requirements</li> </ul> </li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>○ Manage HSD’s annual end-to-end testing of the ASPEN Disaster Recovery Plan and update the plan as appropriate from lessons learned.</li> </ul>		
C.5	<b>Security</b>		
20.	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.		X
21.	The Contractor shall develop new or modified ASPEN components following the standard security, privacy, and confidentiality controls to protect recipient and provider information.		X
22.	ASPEN’s configurable security modules store user IDs and passwords in the Lightweight Directory Access Protocol (LDAP) repository for authentication, use a strong encryption Secure Socket Layer (SSL) for web pages, which are compliant with security standards. The Contractor shall 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.		X
23.	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
24.	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
25.	<p>Additional Contractor tasks and activities related to application and system security include:</p> <ul style="list-style-type: none"> <li>• Analysis and review of new business and technology initiatives to Implement safeguards to protect against: unauthorized data access</li> <li>• Support the monitoring and reporting of any unauthorized data access</li> <li>• Create same day security reports that monitor suspicious activities, regularly review these reports, and notify state of suspicious activity as warranted.</li> <li>• Identify unauthorized access or inappropriate use of the ASPEN system, including all components that make up ASPEN</li> <li>• Report any unauthorized or suspicious activity on the ASPEN system or its components to the HSD ITD Security group.</li> <li>• Provide reports of detailed transaction and user access set-up information to identify workers having privileges beyond their roles and responsibilities</li> <li>• 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 need the Contractor to implement remediation to the application code or database.</li> <li>• Provide support for the maintenance and enhancement of the existing ASPEN security framework which includes: <ul style="list-style-type: none"> <li>○ Standard authentication process</li> <li>○ Validation of user credentials through the standard mechanism of providing a username and password</li> <li>○ Automated processes for creating detailed audit records</li> <li>○ Configurable authentication process storing user credentials in an LDAP repository</li> </ul> </li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>○ Security architecture that can expand 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.</li> <li>○ Support of system administration module to capture transaction logs and: <ul style="list-style-type: none"> <li>▪ Make logs available to HSD security coordinators</li> <li>▪ Capture user information in a separate set of tables that cannot be modified by the application</li> <li>▪ Track suspicious user activities that are monitored using security reports that identify the user account and, in some instances, the user workstation address, and report to HSD.</li> </ul> </li> <li>○ Application interface that supports detailed configuration of user roles and business functions by security coordinators.</li> <li>○ Provide support for existing EDM (Electronic Document Management) encryption framework and any additional encryption mechanisms required by State or Federal requirements.</li> </ul>		
<b>C.6</b>	<b>Application Architecture Management</b>		
26.	<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	
27.	<p>The Contractor shall verify that software artifacts (system modifications/enhancements) produced for ASPEN meet the following objectives:</p> <ul style="list-style-type: none"> <li>● Support the implementation of the work request requirements and documented functional design</li> <li>● Leverage the approved technologies and software products that align with the ASPEN standards.</li> <li>● Properly implement the services of the ASPEN framework and efficiently re-use standard components of the business, integration, persistence and presentation layers.</li> <li>● Comply with HSD's security requirements</li> <li>● In addition, the technical review team shall:</li> <li>● Document common issues identified during technology reviews to improve QA review standards for future initiatives</li> <li>● Discuss the architectural and technical direction of project initiatives with ASPEN business stakeholders:</li> <li>● ITD</li> <li>● ISD</li> <li>● MAD</li> <li>● Other State and Federal agencies that are involved</li> <li>● ASPEN SMEs</li> <li>● Contractor Technical Team</li> </ul>	X	
<b>C.7</b>	<b>Database Management</b>		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
28.	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.	X	
29.	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.	X	
30.	<p>The Contractor shall manage ASPEN information effectively in an efficient and cost-effective way that aligns with HSD’s business and technology vision. The objectives and activities must include:</p> <ul style="list-style-type: none"> <li>• Plan and conduct standards-based code/process reviews</li> <li>• Documented processes to provide a maintainable, scalable, and fault-tolerant database infrastructure that meets operational needs</li> <li>• Implement proactive troubleshooting, performance tuning, and batch query optimization activities that support HSD’s need to:</li> <li>• Provide users with increased response time</li> <li>• Ensure batch processing runs efficiently and completes within the batch window.</li> <li>• Safely secure and manage sensitive information</li> <li>• Maintain integrity, security, and overall accuracy and reliability of data processing</li> <li>• Monitor the integrity of the data while implementing changes to environment(s).</li> <li>• 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</li> <li>• Adhere to established standards and processes for: Data Archival, Retention, and Purge activities.</li> <li>• 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.</li> <li>• 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.</li> <li>• Purge. Data purge identifies criteria to systematically and permanently remove aged data from the system.</li> </ul>	X	
31.	<p><u>C.7.1 Database Technical Support Services</u> The Contractor shall comply with the following requirements in this section.</p>		
32.	<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 Cloud investment. Contractor Key Activities and Responsibilities:</p> <ul style="list-style-type: none"> <li>• Proactively Monitor online queries for performance.</li> <li>• Use all available tuning tools to identify and analyze additional optimization potential</li> <li>• Maximize the capabilities of the Oracle architecture</li> </ul>		X
33.	<u>PL/SQL Code Reviews</u>		X



ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<p>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"> <li>• Verify compliance with established standards including: <ul style="list-style-type: none"> <li>○ Proper naming conventions</li> <li>○ Appropriate declaration of parameters</li> <li>○ Completeness of exception and error handling including logging and notifications.</li> </ul> </li> </ul>		
34.	<p><u>Batch Process Optimization</u></p> <p>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"> <li>• Identify tuning needs as data volume processed by batch increases over a period of time</li> <li>• Use all available tuning tools to identify and analyze additional optimization potential</li> <li>• Create a customized report identifying potential performance issues that would require application maintenance</li> <li>• Review performance reports with HSD and Contractor SMEs to identify the optimizations that should be referred to release planning for prioritization.</li> </ul>		X
35.	<p><u>Database Backup/Recovery</u></p> <p>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"> <li>• Design and configure back-up solutions and recovery mechanisms based on: <ul style="list-style-type: none"> <li>○ Business criticality</li> <li>○ Application complexity</li> <li>○ Disaster recovery requirements</li> </ul> </li> <li>• Implement Database Back-up strategies that: <ul style="list-style-type: none"> <li>○ Support business continuity</li> <li>○ Avoid data loss</li> <li>○ Meet or exceed audit regulations.</li> </ul> </li> <li>• Perform periodic test recoveries of production databases.</li> <li>• Conduct test restores of database backups regularly and provide results to HSD</li> </ul>		X
36.	<p><u>Database Design Reviews</u></p> <p>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"> <li>• 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</li> </ul>	X	

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>• Coordinate regular sessions with the development teams to understand functional designs that involve new database changes or changes to existing database structure.</li> <li>• Manage and maintain effective data models that are extendable, flexible, and maintainable for online and batch transactional processing</li> <li>• 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 C.7.2.</li> </ul>		
37.	<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"> <li>• Use the Oracle tools to monitor the overall database health and performance</li> <li>• The Contractor’s technical team shall monitor database activities and discuss any identified issues in the meetings. ASPEN Database</li> <li>• Top 10 Performance Reports: <ul style="list-style-type: none"> <li>○ Provide Contractor and ITD management teams with an overview of jobs and queries that have been identified as top candidates for performance tuning.</li> <li>○ This includes a list of the top 10 queries that consume the most database and system resources</li> <li>○ Capture this information weekly via database analysis and communicate with management and application development teams during regularly scheduled meetings.</li> </ul> </li> <li>• Analyze the functionality of these queries and prioritize them through the standard Work Request process</li> </ul>		X
38.	<p><u>Database Patches and Upgrades</u> Objective: Provide support to HSD’s selected vendor(s) as needed during patches and upgrades. Contractor will provide information about ASPEN as HSD’s selected vendor implements database patches and upgrades including::</p> <ul style="list-style-type: none"> <li>• Implement timely resolution and coordination for patches and upgrades</li> <li>• Proactively monitor industry trends and patch announcements</li> <li>• Perform research to demonstrate compatibility and support for key functionality</li> <li>• Evaluate patches in lower environments for stability and impact on the Aspen Application before recommending applying to production.</li> <li>• Develop proof of concepts to demonstrate compatibility and mitigate risk of any negative impact on the application.</li> <li>• Create and maintain Disaster Recovery 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.</li> <li>• Create and maintain replication of key DR systems to facilitate quick switchover to a DR configuration.</li> <li>• Evaluate new database versions and features beneficial to HSD and the Aspen project.</li> <li>• Provide upgrade planning and implementation of new database versions and features as approved by HSD.</li> </ul>		X
39.	<u>C.7.2 Database Standards</u>		

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	The contractor shall comply with the following database standards:		
40.	C.7.2.A Data Modeling - Naming Standards 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).		X
41.	C.7.2.B Database Coding		
42.	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
43.	C.7.2.B.2 Error Handling Error Handling compliance shall be confirmed by completion of unit test checklists and developer peer review processes		X
44.	C.7.2.B.3 Naming Standards Naming Standards compliance shall be confirmed by completion of unit test checklists and developer peer review processes.		X
45.	C.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
46.	C.7.2.B.5 Primary/Foreign Keys Primary/Foreign Key standards compliance shall be confirmed with the approval of the PDM.		X
47.	C.7.2.C Physical Implementation		
48.	C.7.2.C.1 Sequences Sequence usage standards compliance shall be confirmed with the approval of the PDM.		X
49.	C.7.2.C.2 Table Deign Table Design standards compliance shall be confirmed with the approval of the PDM.		X
50.	C.7.2.C.3 Triggers/Sequences Triggers/Sequence standards compliance shall be confirmed with the approval of the PDM.		X
51.	C.7.2.C.4 Views View standards compliance shall be confirmed with the approval of the PDM.		X
52.	<u>C.7.3 Additional Database Management Activities</u> Additional maintenance and operations activities that the Contractor shall perform include:		
53.	C.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
54.	C.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.		
55.	<p>C.7.3.C Rebuilding Indices</p> <p>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"> <li>• 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.</li> <li>• 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.</li> </ul>		X
56.	<p>C.7.3.D Moving Tables to Less Expensive Storage</p> <p>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
57.	<p>C.7.3.E Backing up Archive Logs/Trace Logs</p> <p>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 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"> <li>• Support and maintain utility/scripts to back up the archive logs and free up the disk space.</li> <li>• 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.</li> <li>• Support and maintain utility/scripts scheduled to back up the alert and trace logs and free up and maintain disk space.</li> <li>• Conduct regular test restores of backups.</li> </ul>		X
58.	<p>C.7.3.F Importing/Exporting Data</p> <p>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> <ul style="list-style-type: none"> <li>• Support and maintain automated scripts that export data directly from production into the production environment test.</li> <li>• 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</li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	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.		
59.	<p>C.7.3.G Post Production Deployment Cleanup Prior to production deployments, DBAs take backups of the database to support rollback, if needed.</p> <ul style="list-style-type: none"> <li>Support and maintain utility scripts that check and report back up tables.</li> </ul>		X
60.	<p>C.7.3.H Encryption The Contractor shall</p> <ul style="list-style-type: none"> <li>Create and maintain encryption where mandated by HSD, State or Federal security requirements.</li> <li>Maintain and protect all keystores used for encryption purposes. Ensure these are backed up before and after changes and supplied to HSD.</li> <li>Apply data masking techniques to all sensitive data relocated to any lower environments.</li> </ul>		X
61.	Coordinate with other HSD organizations that may be responsible for other parts of the infrastructure such as Cloud Network. Provide support in a timely fashion to facilitate rapid problem resolution.		X
62.	<p><u>C.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
63.	<p>C.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
64.	<p>C.7.4.B Database Coordination Support Coordinate and consult with application teams, Contractor and HSD management.</p>		X
65.	<p>C.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
66.	<p>C.7.4.D Database Operations Support Provide input into database standards identification and perform compliance monitoring. Develop database maintenance and reorganization scripts Develop application related data fixes Develop scripts and/or utilities and accompanying documentation for refreshing lower environments</p>		X
67.	<p>C.7.4.E Performance Support/Improvement Provide database administration and performance tuning Review database query performance and make recommendations for improvement</p>		X
68.	C.7.4.F Information Life Cycle Support		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	Facilitate solutions to support business systems data and information life cycle management requirement		
<b>C.8</b>	<b>File Management</b>		
69.	<p>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.</p> <p>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:</p>		X
70.	<p><u>C.8.1 Archiving and Purging of Files</u></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Adhere to HSD’s retention requirements.</li> <li>• 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.</li> <li>• Collaborate with HSD to establish the purge criteria for files that are no longer needed or used</li> <li>• Perform the required cleanup periodically to save on the disc storage and promote efficient operation of the system</li> <li>• Collaborate with HSD to determine and refine the selection criteria for these files</li> <li>• Obtain approval from HSD for purge activities</li> </ul>		X
71.	<p><u>C.8.2 Monitoring Disk Space Growth</u></p> <ul style="list-style-type: none"> <li>• Provide appropriate disk capacity planning recommendations to HSD</li> <li>• Use and support the features of the following tools (or other tools and utilities as directed by HSD) to monitor the usage of disk space: <ul style="list-style-type: none"> <li>○ Nimsoft</li> <li>○ Oracle tools</li> </ul> </li> </ul>		X
72.	<p><u>C.8.3 Managing Environment Specific Online and Batch Configuration Properties</u></p> <ul style="list-style-type: none"> <li>• Maintain and perform version control activities on online, and batch configuration property files in ClearCase or other tools and utilities as directed by HSD</li> <li>• Configuration changes must be properly tested, validated and approved by HSD prior to release into the production environment</li> <li>• Adhere to established HSD standards for the release of configuration changes into production: (Currently these include) <ul style="list-style-type: none"> <li>○ A “Request for Change” (RFC) shall be entered for any configuration changes in Production</li> </ul> </li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>○ The RFC request must be reviewed and approved for implementation in Production by the ASPEN Change Control Board (CCB)</li> </ul>		
73.	<p><u>C.8.4 Managing Batch Data Files</u> 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"> <li>• Periodically move production batch data files to the system’s global archive location for analysis and troubleshooting</li> <li>• Periodically move production batch data files to the system’s global archive location for auditing purposes</li> </ul>		X
74.	<p><u>C.8.5 Managing Batch Framework Tables Configuration</u></p> <ul style="list-style-type: none"> <li>• Any addition of new batch jobs or changes to existing ones shall involve changes to batch parameter tables</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> <li>• Requests pertaining to batch shall be reviewed in daily meetings between Contractor and ITD batch teams</li> </ul>		X
<b>C.9</b>	<b>System Performance Improvements</b>		
75.	<p>The Contractor shall meet or exceed HSD’s performance objectives for optimum system performance at peak load levels and with the expectation of increased caseloads and data volume. The Contractor shall improve response time during online and batch processes. Contractor activities to achieve these objectives shall include:</p> <ul style="list-style-type: none"> <li>• Provide performance test plans and conduct periodic performance testing as specified by HSD</li> <li>• Review performance test data to: <ul style="list-style-type: none"> <li>○ Identify performance tuning initiatives for batch software</li> <li>○ Identify performance tuning initiatives for online software</li> <li>○ Coordinate with HSD, the Application development teams and Release planning teams to prioritize and Implement performance tuning initiatives for online and batch components</li> <li>○ Track performance concerns in the field through the Cherwell ticket resolution and help desk processes</li> <li>○ Respond to performance complaints with a formal analysis and report to HSD.</li> <li>○ 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</li> </ul> </li> </ul> <p>The Contractor shall provide and follow a well-defined system performance methodology and document defined processes related to the following areas:</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
76.	<p><u>C.9.A Application Performance Process</u></p> <ul style="list-style-type: none"> <li>• Understanding overall system performance objectives.</li> <li>• Designing and writing effective application code.</li> <li>• 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.</li> <li>• Enabling a feedback process to the development and release planning teams to revise application components that do not meet performance objectives.</li> </ul>		X
77.	<p><u>C.9.B Performance Engineering</u></p> <ul style="list-style-type: none"> <li>• Design effective performance characteristics into the framework and application code.</li> <li>• Application development templates shall include standard code that follows leading practices and guidelines to help to optimize performance.</li> <li>• 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.</li> <li>• 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</li> </ul>		X
78.	<p><u>C.9.C Testing Tools</u></p> <p>Utilize industry leading performance testing tools, including LoadRunner and Quick Test Pro or other tools and utilities as directed by HSD</p>		X
79.	<p><u>C. 9.D Other System Performance Improvement requirements</u></p> <p>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
80.	<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> <p>Performance tests shall focus on response time, throughput, and time-to-completion. Test objectives must include:</p> <ul style="list-style-type: none"> <li>• Confirmation that transactions are processed to downstream systems</li> <li>• Confirmation that transactions are processed to users in a timely fashion</li> <li>• Performance indicators critical to the business are satisfied</li> <li>• New applications are quickly made available to transaction processing systems</li> <li>• Case updates are quickly made available to transaction processing systems</li> <li>• Documents are quickly made available to transaction processing systems</li> <li>• Eligibility determination calculations are completed within acceptable times</li> </ul>		X
81.	<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"> <li>• Nimsoft &amp; Oracle or other tools and utilities as directed by HSD</li> <li>• Customized scripts</li> <li>• Document and version customized scripts to establish repeatable processes for the identification and resolution of performance issues</li> </ul>		X
<b>C.10</b>	<b>System Patch and Upgrades Management</b>		



ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
82.	The Contractor shall plan for upgrades to software and operating systems as new versions are released, security patches and updates are available, and products approach their end-of-life dates. The Contractor shall identify operating systems and COTS 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. The Contractor shall implement version and security patching and mitigation and comply with HSD's change control process in support of this activity.		X
83.	<p><u>C.10.1 Identify the Need for an Upgrade</u>  Regularly review business drivers provided by HSD for upgrades including:</p> <ul style="list-style-type: none"> <li>• Keeping product versions current, as appropriate.</li> <li>• Apply required security patches consistent with department requirements as directed by the Information Security Officer.</li> <li>• Understanding new business initiatives and requirements that need additional features not supported by the current software</li> <li>• Noting dependency from other components supporting the software infrastructure</li> </ul>		X
84.	<p><u>C.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 software fixes applied to the infrastructure have not had a negative impact on Aspen services.</p>		X
85.	<p><u>C.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> <p>The Contractor shall follow established and documented processes for planning, executing, evaluating, and governing a POC or pilot project initiative.</p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
86.	<p>Plan</p> <ul style="list-style-type: none"> <li>• Define and document the scope, objectives, evaluation, and testing approach for the POC implementation</li> <li>• 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</li> <li>• Identify and document the systems, technology used, and resource requirements for POC implementation</li> <li>• Identify the stages for incremental rollout to impacted systems</li> <li>• Define POC measurement mechanism and evaluation criteria</li> <li>• Develop quality acceptance process</li> <li>• Develop and document assumptions, system design, and data flow/workflow</li> <li>• Conduct outreach session with POC stakeholders and participants to convey the intended objectives and outcome of the POC</li> <li>• Install the appropriate software for the POC</li> <li>• Customize POC solution (software) based on the established design and workflow</li> <li>• Monitor and document the POC implementation outcomes and configuration changes performed.</li> <li>• Develop use cases to test the POC solution</li> <li>• Define pass and failure criteria for the tests</li> <li>• Assess the POC implementation’s applicable software, and interface components based on the use cases and additional business/functional requirements</li> <li>• Identify potential impacts to the ASPEN system/infrastructure.</li> <li>• Analyze the results of the test with business, technical, and performance requirements</li> <li>• Identify and mitigate gaps in the POC implementation based on set objectives and goals</li> <li>• Prioritize a remediation plan</li> <li>• Identify and implement remediation controls</li> <li>• Conduct the test again with the defined use cases until we obtain the desired results.</li> <li>• Document and Submit Results</li> <li>• Document the results of the POC implementation including: <ul style="list-style-type: none"> <li>○ Objectives of the POC implementation and evaluation criteria</li> <li>○ Configuration changes to the software and interface components</li> <li>○ Use cases</li> <li>○ Initial gaps identified and the mitigation controls</li> <li>○ Outcome of tests on the POC implementation.</li> </ul> </li> <li>• Submit the results to HSD for review</li> </ul>		X
87.	<p><u>C.10.4 Develop Release Plan</u>  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
88.	<p><u>C.10.5 Implementation and Support</u></p>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<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>		
<b>C.11</b>	<b>Environment Support and Setup</b>		
89.	<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
90.	<p><u>C.11.1 Analysis</u> Contractor tasks and activities include:</p> <ul style="list-style-type: none"> <li>• Evaluate the need and purpose of the requested environment by gathering this information from HSD and the Contractor Application Leads. <ul style="list-style-type: none"> <li>○ This pre-work activity is driven by a checklist of items that supports the decision-making process concerning the setup of the environment.</li> </ul> </li> <li>• Identify the length of time for which the environment is needed. <ul style="list-style-type: none"> <li>○ This is critical in determining which servers should host the application(s).</li> </ul> </li> <li>• Determine where the initial data source for this environment. <ul style="list-style-type: none"> <li>○ 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).</li> <li>○ Determine what, if any, data encryption is required to maintain security consistent with direction from the Department Information Security Officer.</li> <li>○ Remove or disable any user accounts not needed for the lower environment.</li> </ul> </li> <li>• Analyze which code base the environment needs to be built from.</li> <li>• Discuss any special considerations that need to be addressed. <ul style="list-style-type: none"> <li>○ Tasks such as the setup of a patch environment or an interface with a specific trading partner can be addressed in this phase.</li> </ul> </li> </ul>		X
91.	<p><u>C.11.2 Environment Creation</u> Contractor tasks and activities include:</p> <ul style="list-style-type: none"> <li>• Utilize a standard pre-defined checklist for the setup of all environments.</li> <li>• This checklist helps to determine that each environment is created and configured in a reliable and repeatable manner.</li> <li>• 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.</li> <li>• Many of the steps in the checklist then refer to additional documentation, which can be referenced as needed.</li> </ul>		X

ASPEN MAINTENANCE & OPERATIONS TECHNICAL REQUIREMENTS MATRIX		ASPEN Enhancements	ASPEN M&O
	<ul style="list-style-type: none"> <li>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.</li> </ul>		
92.	<p><u>C.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> <ul style="list-style-type: none"> <li>Validate the environment itself, checking application instances, database instances, message queues, and other items to determine that they are functioning and readily available.</li> <li>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.</li> <li>Validate external services and third-party applications (LDAP, SSA, etc.) are working and that the application configuration properties are correct.</li> <li>Ensure that any lower environment will not interfere with production databases, processes or ancillary systems.</li> <li>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.</li> <li>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.</li> <li>Where appropriate, assure that environments have the current base code in them for development and testing. This is vital for system testing.</li> <li>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.</li> </ul>		X
<b>C.12</b>	<b>Configuration Management</b>		
93.	<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
94.	<p>C.12.1 Documentation of Existing standards and processes The Contractor shall create and update a Configuration Management Plan to provide accurate and detailed information on the processes used. This shall include detailed sections including:</p> <ul style="list-style-type: none"> <li>Build and deployment activities</li> <li>Merge process</li> <li>Technical information on scripts used to support CM processes</li> </ul> <p>The revised Configuration Management plan will provide a reference to existing standards that can be used in the evaluation of proposal to establish and improve CM processes.</p>		X

# APPENDIX I

## ASPEN Agile Process

This appendix outlines the processes, procedures, roles and responsibilities and toolsets for the Agile software development life cycle (SDLC).

### 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.

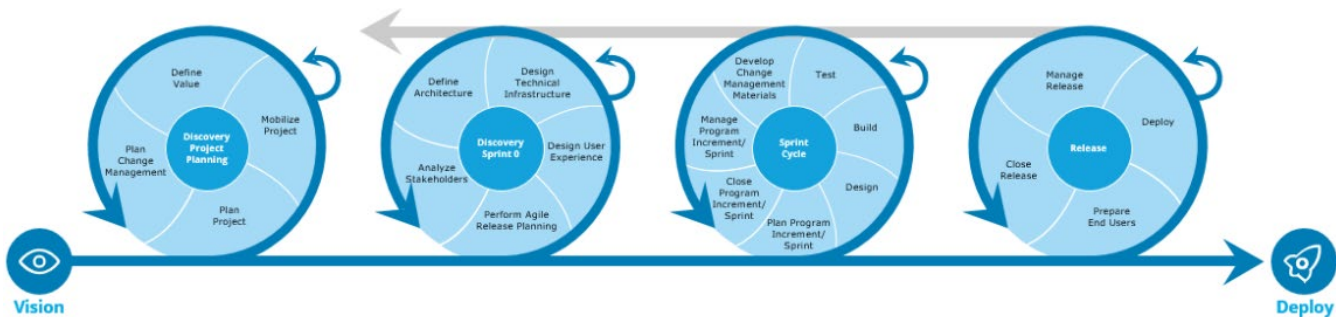


Figure A – Agile Sprint Process

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"> <li>• Oversees overall project delivery and release planning</li> <li>• Works with HSD and Contractor to resolve delivery conflicts and define scope for each release/Sprint</li> <li>• Prioritizes the Product backlog on an ongoing basis depending upon the changing business needs and priorities</li> <li>• Serves as a point of escalation for both HSD and the Contractor</li> </ul>
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"> <li>• Provides the CR requirements to the Contractor</li> <li>• Reviews and approves the Features &amp; User Stories</li> <li>• Works with the CPO for prioritization of Features/User Stories</li> <li>• Participates in Sprint Review/ Demo ceremonies</li> <li>• Assist the Scrum Master in resolving impediments</li> </ul>
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"> <li>• Attends Discovery sessions to provide feedback and business background for Change Requests</li> <li>• Participates in the review and approval process of User Stories</li> <li>• Works with Product Owner in ensuring User Stories capture the intended CR's functionality</li> <li>• Participate in Demos (Interim Review and Sprint Review) to provide feedback to the Scrum Team</li> </ul>
Trainer	<p>Trainer is an HSD representative and provides training support to the Scrum Team</p> <ul style="list-style-type: none"> <li>• Attends Discovery sessions to provide feedback and business background for Change Requests</li> <li>• Prepares a training plan and materials for each Sprint</li> <li>• Finalizes training material to transfer knowledge to field staff for each release</li> </ul>
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"> <li>• Serves as a communication liaison between Scrum Team and PO/CPO</li> <li>• Resolves impediments during Sprint, regression testing, and release</li> <li>• Ensures teams development and testing timeframes are met</li> </ul>

Role	Description
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"> <li>• Reviews the CRs and provides high level LOEs for release planning</li> <li>• Creates User Stories and works with Product Owner for review and approval</li> <li>• Assists Scrum team in estimation of User Stories</li> </ul>
Developer	<p>Developer are Contractor representatives supporting the development and testing of the work product.</p> <ul style="list-style-type: none"> <li>• Implements the User Stories by developing code and configuration changes</li> <li>• Responsible for unit testing, integration testing and testing with trading partners</li> </ul>

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

Ceremony	Description	When*	Duration	Attendees
<b>Discovery Sessions</b>	<ul style="list-style-type: none"> <li>• Attendees meet to discuss a Change Request (CR) and split CR into multiple Features</li> <li>• 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</li> </ul>	Tuesdays (PM), Wednesdays (PM)	3 hours	HSD: PO and other stakeholders  Contractor: Discovery Team
<b>Product Backlog Refinement</b>	<ul style="list-style-type: none"> <li>• Attendees meet to prioritize CRs for upcoming discovery. Group makes sure that product backlog contains sufficient User Stories for next two Sprints.</li> <li>• 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.</li> </ul>	Monday (PM) after the end of the previous Sprint	3 hours	HSD: CPO, PO Contractor: Discovery Team
<b>Story Point Estimation</b>	<ul style="list-style-type: none"> <li>• 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,</li> </ul>	Monday & Tuesday in the week before the start of the Sprint	3 hours	Contractor: Discovery Team, Scrum Team (every Scrum Team meets

Ceremony	Description	When*	Duration	Attendees
	<p>technical feasibility)</p> <ul style="list-style-type: none"> <li>Result of this meeting is for group to agree upon User Story size based on story points.</li> </ul>			Attendees independently)
<b>Backlog Prioritization</b>	<ul style="list-style-type: none"> <li>Group works with the product backlog to prioritize Features/User Stories for next Sprint based on Priorities and Team’s velocity</li> <li>Prioritized User Stories will be added to Sprint Backlog</li> </ul>	Thursday (PM) before the start of the Sprint	3 hours	Contractor: SMEs, Implementation Manager, App Manager, Testing Manager, HSD: CPO, PO, other stakeholders
<b>Sprint Planning</b>	<ul style="list-style-type: none"> <li>Attendees generate a Sprint Goal (one or two sentence description of what team plans to accomplish this Sprint)</li> <li>Group breaks user stories in Sprint Backlog into sub-tasks and creates a plan for implementation.</li> </ul>	Monday, on the first day of Sprint	3 hours	Contractor: Scrum Team, Discovery Team
<b>Scrum of Scrums</b>	<ul style="list-style-type: none"> <li>Group meets to discuss work being done in the Sprint focusing the areas of overlap or integration.</li> <li>Group meets to report impediments, completions, next steps on behalf of the Scrum team each represents.</li> </ul>	First three Thursdays (AM) of the Sprint	1 hour	Contractor: Discovery Team, Scrum Masters, Developers, Testers
<b>Interim Review</b>	<ul style="list-style-type: none"> <li>Scrum Team presents to HSD stakeholders the work the team has achieved up to the interim Demo date.</li> <li>CPO and PO provide feedback and clarifications on current work.</li> <li>Small changes can be suggested for Scrum Team to implement in same Sprint.</li> <li>For large changes or scope changes, the Discovery Team adds User Stories to the Backlog to address the newly found needs.</li> </ul>	Halfway through the Sprint, before the end of the Sprint	3 hours	HSD: CPO, PO, other stakeholders  Contractor: Discovery Team, Scrum Team
<b>Sprint Review</b>	<ul style="list-style-type: none"> <li>Scrum Team demonstrates its working software produced during the Sprint – and the overall Sprint status.</li> <li>Scrum Team also presents any User Stories that are not “done”. These will be added back to the Product Backlog.</li> <li>After demo, PO and other stakeholders tell their impressions</li> </ul>	On the last couple days of the Sprint; Thursday (PM), Friday (PM)	3 hours	HSD: CPO, PO, other stakeholders  Contractor: Discovery Team, Scrum Team



Ceremony	Description	When*	Duration	Attendees
	and clarify requirements (if needed) <ul style="list-style-type: none"> <li>Finally, PO accepts all User Stories that have been completed.</li> </ul>			
<b>Sprint Retrospective</b>	<ul style="list-style-type: none"> <li>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.</li> <li>List is compiled of the above (Start, Stop, Continue) and the team votes on which items to focus on for the next Sprint.</li> </ul>	End of the Sprint (after Sprint Review meeting)	3 hours	Contractor: Scrum Team

\* Or as designated by the ASPEN IT Owner 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.

<b>Product backlog</b>	<ul style="list-style-type: none"> <li>A dynamic list, in priority sequence, of features and user stories to be developed</li> <li>Continually refined to contain at least 3 sprints' worth of ready user stories</li> <li>Prioritized and maintained by the PO</li> </ul>
<b>Sprint backlog</b>	<ul style="list-style-type: none"> <li>A group of prioritized and estimated user stories decomposed into tasks that the development team commits to complete during the sprint</li> </ul>

	<ul style="list-style-type: none"> <li>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</li> </ul>
<b>User stories</b>	<ul style="list-style-type: none"> <li>Descriptions of desired functionality, told from the perspective of the user</li> <li>Should not take more than half a sprint to meet the definition of done (DoD)</li> <li>Each story is captured as a separate item on the product backlog</li> <li>A user story includes a title, description (user story statement), acceptance criteria, and supporting documentation (e.g. wireframes, high-level design)</li> <li>User story statement: <ul style="list-style-type: none"> <li>As a...persona (who)</li> <li>I want to...achieve a goal (what)</li> <li>So that...tangible benefits that will be realized (why)</li> </ul> </li> <li>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</li> </ul>
<b>Product roadmap</b>	<ul style="list-style-type: none"> <li>Forecast of planned releases including epics, features, and user stories</li> <li>Medium to long-term planning is reflected in the roadmap and the product backlog</li> <li>Forecast is continually adjusted as priorities change and as sprints are completed</li> </ul>
<b>Product increment</b>	<ul style="list-style-type: none"> <li>The sum of the user stories completed during a sprint</li> <li>The new product increment can be implemented by itself or packaged together with increments from previous sprints</li> </ul>
<b>Definition of ready (DoR)</b>	<ul style="list-style-type: none"> <li>Documents criteria any user story has to reach before the team can plan it in a sprint</li> <li>Applies to all user stories</li> <li>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</li> <li>Needs to be defined and understood for discovery and ongoing PBR</li> </ul>
<b>Definition of done (DoD)</b>	<ul style="list-style-type: none"> <li>A quality checklist of activities that must be completed in order for any user story to be considered complete</li> <li>Applies to all user stories</li> <li>Improve and expand the DoD over time to ensure quality</li> </ul>
<b>Burndown chart</b>	<ul style="list-style-type: none"> <li>Used to track and forecast progress</li> <li>Graphical representation of estimated work remaining in a sprint over time</li> <li>Calculated in story points or hours</li> <li>When calculated in story points, no partial credit –story points recognized only when stories are complete and meet DoD</li> <li>Generated by tool and monitored daily</li> </ul>
<b>Impediment list</b>	<ul style="list-style-type: none"> <li>Items preventing team from completing work</li> </ul>

	<ul style="list-style-type: none"> <li>• Maintained by SM</li> <li>• Impediments can be removed upon resolution or during the daily standup by the team</li> <li>• SM accountable for removing all impediments and escalating as appropriate</li> </ul>
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SDLC documentation mapping 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 Contractor and HSD collaboration.</p> <p><b>Contractor Key Activities and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Use Jama to document Features and User Stories</li> </ul>
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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><b>Contractor Key Activities and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Use Jira to create, maintain and prioritize product backlog</li> </ul>
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><b>Contractor Key Activities and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Use Confluence to create and maintain Discovery session minutes</li> <li>• Use Confluence to increase collaboration for Agile Teams and share knowledge base</li> </ul>
X-Ray as the Testing Management Tool	<p>X-Ray will be used for test scripting and execution for QAT and UAT.</p> <p><b>Contractor Key Activities and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Use X-Ray to write test scenarios and conduct test executions</li> </ul>

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

**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.

# APPENDIX J

## HHS2020 Information

### Decoupling ASPEN to integrate with HHS 2020

HHS 2020 is an initiative that contains multiple projects designed to achieve the vision to "create a highly responsive and effective health and human services system to improve the health and well-being of all New Mexicans." The Medicaid Management Information System Replacement (MMISR) project, funded by a combination of federal and state government, provides the technical foundation. This initiative will remove barriers to sharing information across public-facing departments (the "enterprise") and improve the quality of service for those receiving public assistance, their health care providers, and Health and Human Services workers.

### HHS 2020 will achieve the following objectives:

**Increased ease of access and engagement for Customers** by providing a “one-stop shop” — whether online, on the phone, or in an office. The public will have a single point of contact to access resources and services for any Health and Human Services Department or program.

**Improved efficiency for providers** through more streamlined approval, contract, and payment processes.

**Removal of silos around information** about customers with a “unified portal,” providing workers across Health and Human Services departments with a single resource to serve customers.

**Improved population health and self-sufficiency** for New Mexicans by moving from a system centered around discrete transactions to one addressing the whole needs of the customer.



Figure B – HHS 2020 Enterprise Vision

HHS 2020 includes new software, as well as changes to websites, contact centers, and field offices. It is a collaboration among the HSD, Aging and Long Term Services Department (ALTSD), Children, Youth, and Families Department (CYFD), Department of Health (DOH),



Early Childhood Education & Care Department (ECECD), and the Department of Information Technology (DoIT).

HSD is standardizing on common technology platforms and solutions as part of the HHS 2020 MMISR project and the adoption of an HHS 2020 enterprise architecture. The System Integrator (SI) for the MMISR project, Spruce Technology Inc., is responsible for the technical infrastructure, module integration, and shared services. The Contractor will work with the MMISR SI to integrate ASPEN into the HHS 2020 enterprise architecture, represented in the figure below, and to enable the ASPEN system to leverage the technology platforms including an operational data store, a data warehouse, addresses verification, electronic document and other solutions that are being implemented as part of the HHS 2020 initiative and associated projects.

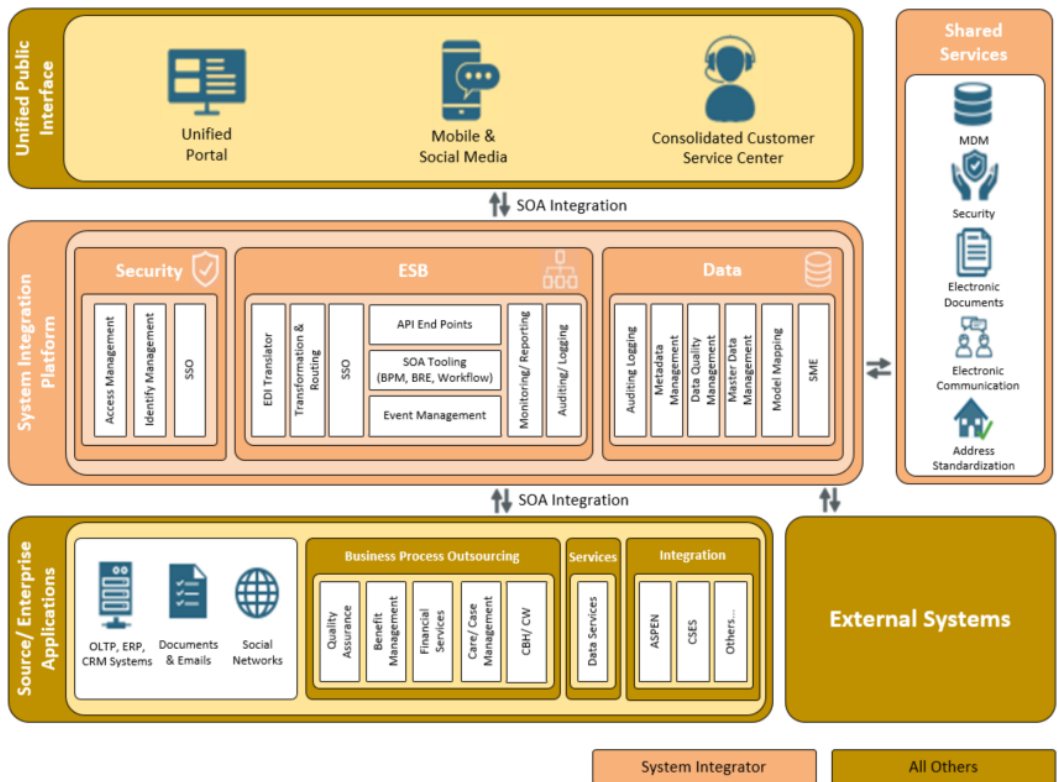


Figure C – HHS 2020 Enterprise Architecture

In Figure B above, the top layer is the UPI (shown in the tan color rectangle) and represents all customer-facing business functions and communication channels – the Unified Portal, mobile and social media applications, and the consolidated customer service center. This UPI interface layer is integrated via service-oriented architecture to the System Integration Platform.

The middle layer is the System Integration Platform (shown in a peach color rectangle) which encompasses all security, ESB and data functions necessary for the integration platform. The security implementation includes identity and access management (IdAM) and federated single sign-on features. The ESB is the middleware tool used to distribute work among connected components of applications and provides a uniform means of moving work, offering applications the ability to connect to the bus and subscribe to messages based on simple structural and business

policy rules which supports all modular interactions. Last is the data platform, upon which all integrated data is made visible and securely supplied to all interested Integration Divisions.

The System Integration vendor is also responsible for implementing the Enterprise shared services which are represented in the peach color vertical rectangle on the right-hand side. The enterprise shared services are built on a common infrastructure leveraging enterprise assets to offer common business functions like EDM, electronic customer communications, and the business utility functions such as Address Standardization, Validation and Verification (ASVV) and access to the MDM indexes, which consist of a mastered view of enterprise data. These SI Platform components interact with end users via the collective user interfaces in a device-neutral way by facilitating an SOA integration with ESB and other modules/systems.

The Contractor will work with the MMISR SI to integrate ASPEN into the HHS 2020 enterprise architecture. ASPEN will need to be enhanced and its data models modified to leverage the shared services referenced above, share data and communicate with disparate systems via the ESB and APIs, and leverage an internal portal for all user interactions with the ASPEN system. The internal portal will streamline and reduce the workload of state staff by better organizing their work with orchestration, workflows, and eliminating the need to explicitly access multiple computers systems. The ultimate goal is for ASPEN to become a module within the HHS 2020 enterprise architecture and evolve into an eligibility engine. The Contractor will work with HSD staff and other vendors to bring this vision to reality and in such a way that ensures ongoing business and technical needs are met with the existing ASPEN system with no disruption.

The selected contractor will migrate legacy COTS products to other products determined by the state to be shared services in use by multiple applications. The contractor will make services such as the eligibility determination and beneficiary calculation (EDBC) available to other HSD applications such as the Unified Portal and HHS 2020 services. The contractor will configure the ASPEN application to interact with HHS 2020 modules via the ESB to allow interaction with Identity Access and Management (IdAM), ASVV, Customer Communication Management (CCM), MDM, and others as needed.

Based on the current HHS 2020 MMISR project timeline, shown in the figure below, HSD expects the Contractor to begin work towards assimilating ASPEN into the HHS 2020 architecture in calendar year 2024. Additional information regarding the products that ASPEN will have to utilize for assimilation is contained within the procurement library.

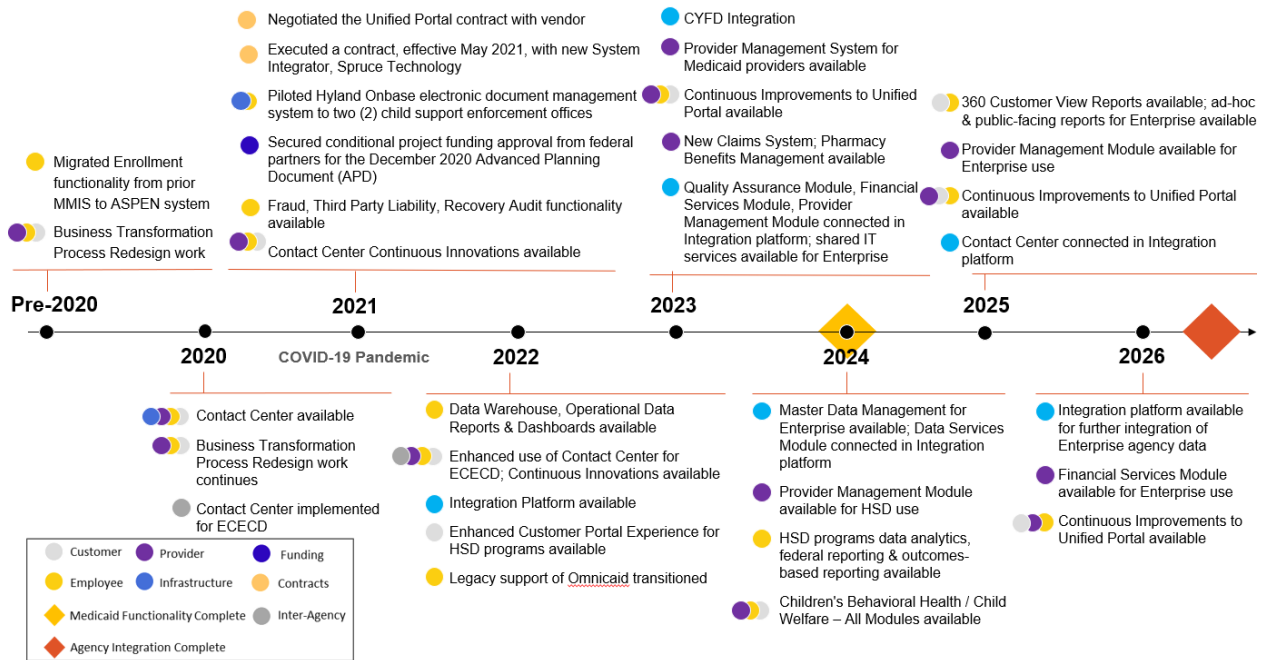


Figure D – HHS 2020 MMISR Timeline

Offerors should propose their approach and timeline to decoupling the existing solutions that ASPEN uses for electronic document management, customer correspondence, master client index, interfaces, and user front end and migrating to the HHS 2020 shared services and portal as part of their proposal. The proposal must cover how the offeror will ensure that business and technical changes are made to the existing system while the migration work is occurring and with no disruption to users of the system. The Contractor shall create a new user interface for eligibility related processes and workflows that exist within the ASPEN system in the Department's internal portal provided by the Salesforce platform. The new user interface will conform to requirements and standards determined by the Department and must simplify and streamline the work that eligibility workers and other users of the system perform. The current ASPEN system is fraught with complex data entry screens and manual workflows. The new user interface, provided by the internal portal and built by the Contractor, shall automate much of the work for users and leverage out of the box capability from the Salesforce platform.

Offerors must describe how the proposed solution will enable the Department to move to real-time eligibility and enrollment for all programs with no down time for batch or system functions. It is expected that the ASPEN system will enable 24/7/365 use and interfacing from other systems as part of its integration into the HHS 2020 enterprise architecture.

### Other Programs and ASPEN

HSD intends to expand the use of ASPEN for eligibility and enrollment for other programs within and outside of the Department. The Contractor shall describe how their solution and proposal will provide eligibility and enrollment functions along with bi-directional data exchange with other health and human services programs including, but not limited to the Women, Infant, and

Children's (WIC) program, childcare assistance and payments, and the Emergency Rental Assistance Program.

## **APPENDIX K**

### **ASPEN Technical Environment and Functions**

For information about the existing technical environment refer to the “Procurement Library.”

Architecture refers to the manner in which cloud hosted infrastructure or software is constructed and integrated. It specifies the components of the system; what interfaces and communication protocols will be used; and how they will interact. The components can be grouped into these categories:

- Hosting infrastructure and operating system (OS) environment (logical and physical)
- software environments
- storage

The architecture for the ASPEN system is an n-Tier architecture. This design allows for the separation of specific application responsibilities across several logical and physical tiers. This architecture is comprehensive. It supports the full complement of ASPEN functions in a unified and integrated environment designed to provide adequate capacity and scalability. It uses a AWS hosted infrastructure and software tools such as WebSphere and Oracle DBMS. The architecture is flexible, using an n-tier design in a distributed systems environment. It is scalable, using load balancing to support throughput without changing portions of application code. The Contractor shall update Technical Architecture Plan periodically throughout the life of the contract.

#### **Summary of Functional areas in ASPEN**

- **Benefit Issuance:** Benefit Issuance provides mechanisms to deliver benefits to eligible recipients through multiple payment methods while maintaining a detailed benefit history. ASPEN supports the rapid delivery (i.e. near real time) of benefits depending on the Electronic Benefit Transfer (EBT) Contractor. Workers can research issuances by drilling-down to the individual level for each benefit month.
- **Benefit Recovery:** ASPEN functionality determines when benefits have been over-issued based on date and data dependent logic built in to the rules engine. When appropriate benefit recovery claims are generated for certification by field staff or sent as an alert to specialized staff, ASPEN will establish automated recoupment processing or repayment plans for the case.
- **Case Maintenance:** ASPEN provides functionality to support the many tasks that Workers have to perform throughout the lifecycle of a case. ASPEN tracks due dates, receipt of verifications, and historical records, and, based upon the data in the system, it will recalculate benefits. ASPEN also schedules appointments and provides calendaring

with distinct options that can be modified at the worker level; in addition there are other options that are controlled at the supervisor level. Some of the key Case Maintenance features within ASPEN includes: recertification, provider management, mass change, and inquiry.

- Client correspondence: Notices, Forms, and Referrals are dynamically generated within ASPEN from a library of templates. Fields on the correspondences are populated with data entered or calculated in the system.
- Caseload Management: ASPEN functionality keeps staff informed of their workloads and facilitates management with automated caseload realignment and reminder capabilities. The caseload management feature is comprised of three major functions: task and reminder alerts, case transfers, and caseload reassignment.
- Eligibility Determination/Benefit Calculation (EDBC): This functionality is the focal point of the ASPEN system and supports the base business rules that determine the Client's eligibility across all requested programs. EDBC is based on a Rules Engine that reads a series of Decision Tables based on program policies and procedures.
- Historic User and Data Maintenance: ASPEN allows for audit trails that create records of data changes and specific user actions. This information allows case data updates to be viewed for auditing and management purposes.
- Registration / Intake functions: Registration and Intake functionality includes recording the Client application, assigning cases, and collecting Client data. The process guides the Worker through a complete series of steps and questions. The Worker enters data collected via the application for public assistance, gathers basic household and demographic information, identifies individuals known/unknown to the system, identifies expedited cases, and tracks requests for assistance. The underlying philosophy within this track is that raw data is captured once and used across all assistance programs for as many months of eligibility determination as is applicable.
- Interfaces: Interfaces within ASPEN automate processes that exchange data with other organizations. ASPEN has the capability to interface online, real-time, or in batch. A broad array of information is exchanged between systems internal to HSD and external systems, with minimal manual intervention. An example is income changes from a trusted source such as SSA that will auto-populate and trigger mass update of affected program eligibility determinations and benefit calculations. ASPEN exchanges over 120 interface files with a variety of other systems.
- Management and Financial Reporting: Report Extracts are generated from which management reports are created. Report products are used to generate reports automatically according to specified timeframes, or manually by the worker, as needed. Most management reports are canned reports and are hence pre-defined in terms of structure, layout, sorts and frequency. For identified reports that can be scheduled by the user to be created during batch, ASPEN has the ability to define sorting rules through

parameters on the report. Some reports can also be rendered in Microsoft Excel format for additional sorting capabilities. Financial Management involves two main tasks: the ability to issue, modify or stop payments to and from another financial entity; and, the ability to accurately and logically report on all such transactions. The focus of the Financial Management Reports from ASPEN is the cash and food assistance benefits issued to Clients and providers/contractors through EBT, EFT, and the warrant processing system. These reports are used to track, monitor, reconcile benefits, and report to required entities at the Federal and State level. In addition to the above recurring reports, there is a requirement that ad-hoc reporting be carried out upon request. Ad-hoc reports needed to pull instances or outcomes of specific situations. These reports assist the state in making operational, policy or technical decisions that may affect department clients.

- Mass Change: Mass changes affect client eligibility and benefit amounts at various times during the year. Some mass changes are expected at a specific time in the year based upon known inputs while others may occur with shorter notice due to changes in state or federal legislation.
- Master Client and Provider Index: ASPEN functionality includes the use of a Master Client Index (MCI). This index is used to identify known clients. Through ASPEN, creation of new clients and providers is possible, in addition to updating, changing or end-dating these records.
- Provider/Resource Management: ASPEN functionality provides for the enrollment and maintenance of providers who receive payment from the state or on behalf of clients receiving benefits from the state.
- Quality Control and Disaggregation Universe: Several monthly quality control samples are created from ASPEN data using set requirements for specified programs.
- YES-New Mexico: ASPEN integrates with a public facing self-service application, YES-New Mexico, to assist applicants and recipients of public assistance programs. YES-New Mexico integrates directly with ASPEN to provide a seamless transition between the externally entered customer requests for assistance and the ability for HSD workers to immediately process these applications within ASPEN proper. The support and enhancement of the YES New Mexico Portal is not required by the Contractor, however the integration via several web services with ASPEN is required. Real Time Eligibility (RTE) in YES-New Mexico provides Medicaid enrollment eligibility determination as a service that runs at the time of application. The functions of YES-New Mexico will be migrated to the public facing unified portal in the future and the Contractor will be required to support integration of ASPEN services with the unified portal.
- Electronic Document Management (EDM): A central feature of ASPEN is the use of EDM to receive, enter and store required client documents. Receipt of these documents in ASPEN triggers subsequent steps in the eligibility and benefits processes. Documents can be scanned at each ISD office or they can be mailed or faxed to the Centralized

Scanning center (“CASA”). Additionally, customers can scan their documents into YES-New Mexico. The EDM system is scheduled to be migrated from ImageNow to OnBase. Migration from ImageNow to OnBase is within the scope of this RFP.

- Fair Hearings: The Fair Hearings Bureau provides aggrieved individuals an opportunity to confront the evidence against them and have their evidence considered by an impartial finder of fact. The Administrative Law Judge (ALJ) uses ASPEN to schedule, track and capture information pertaining to these legal reviews. The data collected includes Fair Hearing Requests, hearing times and outcomes. ASPEN also includes a series of reports to track ALJ case throughput and analyze case outcomes and trends.
- Incapacity Review Unit (IRU): The Incapacity Review Unit (IRU) tracks clients drawing benefits due to disability. ASPEN sends tasks and alerts to IRU when medical reviews are due for clients that need a disability determination. It also provides IRU to document their decisions and notify ISD staff upon entering of the decision into ASPEN. The application includes a series of reports to track staff productivity and analyze case demographic trends.

### **Verification**

- Federal Data Sources
- Request and store results of Title II and Title XVI, SSN, Citizenship, 40 Quarters, IAR, SDX, BENDATA, SOLQ and Prisoners verification from SSA.
- Request and store results of Federal earned and Unearned Income, VA and interstate benefits from PARIS.
- Request and store results of IPV Sanctions from eDRS.
- Request and store results of Address and Collections Requests from FNS TOP.
- State Data Sources
- Request and store results of Employment Security quarterly wage data verification
- Request and store results of Experian – Equifax wage verification or similar vendor
- Request and store results of Eligible children who have been adjudicated and Child Care benefits from CYFD.
- Request and Store results of Incarceration and Absconders information from NMCD.
- Request and Store results of Collections from TRD.
- Request and store results of Child Support income verification.
- Request and Store Medicaid Individual and Support Service Plans from four MCOs.
- Other Data Sources
- Request and store results of verification of individual’s other existing minimum essential coverage
- Store results/client attestation of Indian Status
- Store results/client attestation of Residency
- Store results/client attestation of Individual Exemption qualification
- Store results of alternate client verifications for income from the Work Number or similar vendor



- Store results of alternate client verifications for Citizenship / Lawful presence.
- Request and Store LIHEAP payment information from energy providing vendors.
- Other Interfaces
- Submission of all Eligible Medicaid changes to eligibility to Omnicaid (MMIS).
- Submission of all Benefits Issuance to EBT vendor.
- Submission of all Certified Children under 18 for free school lunch to PED.
- Submission of EBT, L Warrant and SSIR Warrant Information to SHARE.
- Submission of L Warrant, SSIR Warrant and CMT Warrant information to BOC.
- Submission of LIHEAP payment information for 1099's to DFA.
- Submission of EFT and Warrant Information to Wells Fargo.
- Submission of Correspondence files for printing and mailing to print vendors.
- State based marketplace (NMHIX) referrals (inbound and outbound) including real-time Medicaid eligibility and APTC/CSR determinations and assessments.

### **Eligibility Determination**

The ASPEN system determines eligibility for a variety of public assistance program administered by the department including Medicaid/CHIP, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), State funded Cash Assistance Programs (Burial Assistance, General Assistance for Disabled Adults and Unrelated Children, Education Works Program, Transitional Bonus and Adult Residential Shelter Care Program) and Low Income Home Energy Assistance Program (LIHEAP). ASPEN:

- Determines Federal Poverty Limit percentage for individuals based on verified income
- Determines non-financial program eligibility based on:
  - Citizenship
  - Residency
  - Incarceration
  - Relationship and
  - Other program specific regulatory requirements.
- Determines benefit level for SNAP, Cash Assistance and LIHEAP based on:
  - Household size determined on mandatory benefit group members
  - Household gross and net income in relation to benefit maximums
  - Allowable deductions
- Calculates Medicaid/CHIP Cost Sharing Reductions
  - Request and store results Cost Sharing Reductions
- Provides results of eligibility determination to the State Based Marketplace, beWellNM

### **File Transfers**

Transmit the electronic benefit file for SNAP and Cash Assistance to the electronic benefit vendor; transmit the electronic benefit file for LIHEAP to the various energy vendors.

**Notification**

Generate approval, denial, change and closure notices upon completion of eligibility determination. Generates Medicaid notices.

**Medicaid/CHIP Enrollment**

Coordinate enrollment/disenrollment into Medicaid/CHIP into MMIS.

**Renewals**

Request and store data from state identified trusted sources.

Generate semi and annual interim reports and recertification notifications to the correspondence vendor responsible for printing and mailing.

**Referrals**

Acceptance of referrals from other human services programs or non-Modified Adjusted Gross Income (MAGI)-based Medicaid programs to the Exchange

**Appeals**

Provide the capability to calculate eligibility to support appeals

Provide the capability to implement final eligibility decisions that result from appeals.

## APPENDIX L

### United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Federal Procurement Clauses, October 2016

#### *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II)

**The EEO clause must be included or the State must have its own EEO similar clause.**

#### *Clean Air and Federal Water Pollution Control Act*

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

#### *Anti-Lobbying Act*

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than 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 in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### ***Americans with Disabilities Act***

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

### ***Drug-Free Workplace Statement***

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

### ***Debarment and Suspension***

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II) **States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”**

***Royalty-Free Rights to Use Software or Documentation Developed***

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award;  
and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.